

ARNOLD & PORTER KAYE SCHOLER LLP
Sean O. Morris (Bar No. 200368)
John D. Lombardo (Bar No. 187142)
777 South Figueroa Street, 44th Floor
Los Angeles, CA 90017-5844
Telephone: +1-213-243-4000
Facsimile: +1-213-243-4199
Email: Sean.Morris@arnoldporter.com
Email: John.Lombardo@arnoldporter.com

Attorneys for Defendant Endo International plc

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

THE CITY AND COUNTY OF SAN FRANCISCO,
CALIFORNIA and THE PEOPLE OF THE STATE
OF CALIFORNIA, Acting by and through San
Francisco City Attorney DENNIS J. HERRERA,

Plaintiffs,

v.

PURDUE PHARMA L.P., et. al.,

Defendants.

Case No. 3:18-cv-07591-CRB

**ENDO INTERNATIONAL PLC'S
ANSWER TO PLAINTIFF'S FIRST
AMENDED COMPLAINT**

Honorable Charles R. Breyer

1 Specially appearing Defendant Endo International plc (“Endo International”), by and
2 through counsel, hereby answers Plaintiff’s First Amended Complaint (the “Complaint”). Endo
3 International is a foreign holding company. It does not engage in operations involving the
4 manufacture, distribution, sales, or marketing of pharmaceutical products in the United States,
5 including in California. It is not registered to do business in California, maintains no offices there,
6 and has no employees there. The Court denied without prejudice Endo International’s motion to
7 dismiss for lack of personal jurisdiction on September 30, 2020 (ECF No. 285), and denied Endo
8 International’s motion for reconsideration on December 7, 2020 (ECF No. 392). Endo
9 International maintains that it is not subject to personal jurisdiction in this matter. While it
10 responds to the allegations in the Complaint, Endo International expressly reserves and does not
11 waive its defense concerning lack of personal jurisdiction.

12 Endo International indirectly owns certain U.S. subsidiaries that Plaintiff also has named
13 as defendants in this action: Endo Pharmaceuticals Inc. and Endo Health Solutions Inc.
14 (collectively, “Endo USA”) and Par Pharmaceutical, Inc. and Par Pharmaceutical Companies, Inc.
15 (collectively, “Par” and together with Endo USA, the “U.S. subsidiaries”). Although the
16 Complaint purports to define “Endo” to include Endo Pharmaceuticals Inc., Endo Health Solutions
17 Inc., Par Pharmaceutical, Inc., Par Pharmaceutical Companies, Inc., and Endo International plc,
18 for purposes of this Answer, Endo International’s responses to allegations concerning “Endo” or
19 “Defendants” are submitted on behalf of Endo International only. Endo USA and Par responded
20 to the Complaint separately by filing their own Answers (ECF Nos. 371 and 372). To the extent
21 Plaintiff seeks information about Endo USA or Par, Endo International refers Plaintiff to Endo
22 USA’s and Par’s Answers to the Complaint.

23 Except to the extent expressly admitted herein, Endo International denies each and every
24 allegation of the Complaint, including any allegations contained in its headings which are copied
25 herein solely for ease of reference, or footnotes. With respect to any purported document cited to
26 or quoted from in the Complaint, that document must be interpreted collectively and not by
27 parsing words or phrases. To the extent that Plaintiff’s allegations fail to accurately reflect the
28 written document and/or the intended meaning, Endo International denies those allegations and

1 demands strict proof thereof. By providing its answer here, Endo International does not admit that
 2 the documents are accurate, relevant or admissible in this action, and Endo International reserves
 3 all objections regarding admissibility.

4 With respect to the specific paragraphs of the Complaint, Endo International responds as
 5 follows:

6 **ANSWER TO PREFATORY PARAGRAPH:** Endo International states that the Court
 7 has dismissed with prejudice all claims asserted under the Racketeer Influenced and Corrupt
 8 Organizations (“RICO”) Act, 18 U.S.C. §1961 et seq., which were the only claims asserted by
 9 Plaintiff the City and County of San Francisco. Accordingly, San Francisco is no longer a
 10 plaintiff, and RICO claims are no longer asserted, in this action. Endo International denies that it
 11 engaged in any improper conduct, denies that any factual or legal basis exists for any of the claims
 12 against Endo International in this action, and denies that Plaintiff is entitled to any relief from
 13 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
 14 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
 15 information sufficient to form a belief as to the truth of the remaining allegations in the prefatory
 16 paragraph of the Complaint and denies them on that basis.

17 **INTRODUCTION AND FACTUAL BACKGROUND¹**

18 **ANSWER TO PARAGRAPH 1:** Endo International admits that the misuse and abuse of
 19 opioids have created a public health crisis. Endo International denies any insinuation that Endo
 20 International is responsible for, or has caused, opioid misuse or abuse and further denies that the
 21 crisis involves solely the misuse or abuse of prescription opioid medications. Endo International
 22 lacks knowledge or information sufficient to form a belief as to the truth of the remaining
 23 allegations in Paragraph 1 of the Complaint and denies them on that basis.

24 **ANSWER TO PARAGRAPH 2:** Endo International denies the allegations in Paragraph
 25 2 of the Complaint to the extent they relate to Endo International. To the extent the allegations
 26 relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo

27 ¹ Certain headings are copied from the Complaint for ease of reference. They do not constitute
 28 part of Endo International’s answer to the allegations. To the extent that answers may be required
 to headings in the Complaint, Endo International denies them.

1 USA and Par. Endo International lacks knowledge or information sufficient to form a belief as to
2 the truth of the remaining allegations in Paragraph 2 and denies them on that basis.

3 **ANSWER TO PARAGRAPH 3:** Endo International lacks knowledge or information
4 sufficient to form a belief as to the truth of the allegations in Paragraph 3 of the Complaint and
5 denies them on that basis.

6 **ANSWER TO PARAGRAPH 4:** Endo International lacks knowledge or information
7 sufficient to form a belief as to the truth of the allegations in Paragraph 4 of the Complaint and
8 denies them on that basis.

9 **ANSWER TO PARAGRAPH 5:** Endo International lacks knowledge or information
10 sufficient to form a belief as to the truth of the allegations in Paragraph 5 of the Complaint and
11 denies them on that basis.

12 **ANSWER TO PARAGRAPH 6:** Paragraph 6 of the Complaint purports to characterize
13 statements which speak for themselves, and Endo International denies Plaintiff's characterization
14 of them. Endo International lacks knowledge or information sufficient to form a belief as to the
15 truth of the remaining allegations in Paragraph 6 and denies them on that basis.

16 **ANSWER TO PARAGRAPH 7:** Endo International denies the allegations in Paragraph
17 7 of the Complaint to the extent they relate to Endo International. To the extent the allegations
18 relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo
19 USA and Par. Endo International lacks knowledge or information sufficient to form a belief as to
20 the truth of the allegations in Paragraph 7 to the extent they relate to other defendants and denies
21 them on that basis.

22 **ANSWER TO PARAGRAPH 8:** Endo International denies the allegations in Paragraph
23 8 of the Complaint to the extent they relate to Endo International. To the extent the allegations
24 relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo
25 USA and Par. Endo International lacks knowledge or information sufficient to form a belief as to
26 the truth of the allegations in Paragraph 8 to the extent they relate to other defendants and denies
27 them on that basis.
28

1 **ANSWER TO PARAGRAPH 9:** Endo International denies the allegations in Paragraph
2 9 of the Complaint to the extent they relate to Endo International. To the extent the allegations
3 relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo
4 USA and Par. Endo International lacks knowledge or information sufficient to form a belief as to
5 the truth of the allegations in Paragraph 9 to the extent they relate to other defendants and denies
6 them on that basis.

7 **ANSWER TO PARAGRAPH 10:** Endo International denies the allegations in Paragraph
8 10 of the Complaint to the extent they relate to Endo International. To the extent the allegations
9 relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo
10 USA and Par. Endo International lacks knowledge or information sufficient to form a belief as to
11 the truth of the allegations in Paragraph 10 to the extent they relate to other defendants and denies
12 them on that basis.

13 **ANSWER TO PARAGRAPH 11:** Endo International denies the allegations in Paragraph
14 11 of the Complaint to the extent they relate to Endo International. To the extent the allegations
15 relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo
16 USA and Par. Endo International lacks knowledge or information sufficient to form a belief as to
17 the truth of the remaining allegations in Paragraph 11 and denies them on that basis.

18 **ANSWER TO PARAGRAPH 12:** Endo International denies the allegations in Paragraph
19 12 of the Complaint to the extent they relate to Endo International. To the extent the allegations
20 relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo
21 USA and Par. Endo International lacks knowledge or information sufficient to form a belief as to
22 the truth of the allegations in Paragraph 12 to the extent they relate to other defendants and denies
23 them on that basis.

24 **ANSWER TO PARAGRAPH 13:** Endo International lacks knowledge or information
25 sufficient to form a belief as to the truth of the allegations in Paragraph 13 of the Complaint and
26 denies them on that basis.

27 **ANSWER TO PARAGRAPH 14:** Paragraph 14 of the Complaint purports to
28 characterize writings which speak for themselves, and Endo International denies Plaintiff's

1 characterization of them. Endo International denies the allegations in Paragraph 14 to the extent
2 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
3 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
4 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
5 Paragraph 14 and denies them on that basis.

6 **ANSWER TO PARAGRAPH 15:** Paragraph 15 of the Complaint purports to
7 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
8 characterization of it. Endo International denies the allegations in Paragraph 15 to the extent they
9 relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
10 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
11 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
12 Paragraph 15 and denies them on that basis.

13 **ANSWER TO PARAGRAPH 16:** Endo International denies the allegations in Paragraph
14 16 of the Complaint to the extent they relate to Endo International. To the extent the allegations
15 relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo
16 USA and Par. Endo International lacks knowledge or information sufficient to form a belief as to
17 the truth of the remaining allegations in Paragraph 16 and denies them on that basis.

18 **ANSWER TO PARAGRAPH 17:** Endo International denies the allegations in Paragraph
19 17 of the Complaint to the extent they relate to Endo International. To the extent the allegations
20 relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo
21 USA and Par. Endo International lacks knowledge or information sufficient to form a belief as to
22 the truth of the remaining allegations in Paragraph 17 and denies them on that basis.

23 **ANSWER TO PARAGRAPH 18:** Endo International admits on information and belief
24 that opioid misuse and abuse has occurred within the State of California and nationwide. Endo
25 International lacks knowledge or information sufficient to form a belief as to the truth of the
26 remaining allegations in Paragraph 18 of the Complaint and denies them on that basis.

1 **ANSWER TO PARAGRAPH 19:** Endo International lacks knowledge or information
 2 sufficient to form a belief as to the truth of the allegations in Paragraph 19 of the Complaint and
 3 denies them on that basis.

4 **ANSWER TO PARAGRAPH 20:** Endo International denies the allegations in Paragraph
 5 20 of the Complaint to the extent they relate to Endo International. To the extent the allegations
 6 relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo
 7 USA and Par. Endo International lacks knowledge or information sufficient to form a belief as to
 8 the truth of the allegations in Paragraph 20 to the extent they relate to other defendants and denies
 9 them on that basis.

10 **ANSWER TO PARAGRAPH 21:** Endo International lacks knowledge or information
 11 sufficient to form a belief as to the truth of the allegations in Paragraph 21 of the Complaint and
 12 denies them on that basis.

13 **ANSWER TO PARAGRAPH 22:** Endo International denies that it is responsible for, or
 14 has caused, opioid misuse or abuse, denies that any factual or legal basis exists for any of the
 15 claims against Endo International in this action, and denies that Plaintiff is entitled to any relief
 16 from Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
 17 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
 18 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
 19 Paragraph 22 of the Complaint and denies them on that basis.

20 **ANSWER TO PARAGRAPH 23:** Endo International admits, based on its knowledge of
 21 its U.S. subsidiaries' businesses, that opioid medications can be effective treatments for post-
 22 surgical pain, trauma-related pain, and for palliative (end-of-life) care, are approved for
 23 management of pain by the FDA, and that certain opioid medications have been regulated as
 24 Schedule II controlled substances. Except as expressly admitted, Endo International denies the
 25 allegations in Paragraph 23 of the Complaint and the heading preceding it to the extent they relate
 26 to Endo International. To the extent the allegations in Paragraph 23 and the heading preceding it
 27 relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo
 28 USA and Par. Endo International lacks knowledge or information sufficient to form a belief as to

1 the truth of the remaining allegations in Paragraph 23 and the heading preceding it and denies
2 them on that basis.

3 **ANSWER TO PARAGRAPH 24:** Endo International admits that opioids expose users to
4 the risks of addiction, abuse and misuse, based on its knowledge of its U.S. subsidiaries'
5 businesses. Paragraph 24 of the Complaint purports to characterize a writing which speaks for
6 itself, and Endo International denies Plaintiff's characterization of it. Endo International lacks
7 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
8 Paragraph 24 and denies them on that basis.

9 **ANSWER TO PARAGRAPH 25:** Endo International denies the allegations in Paragraph
10 25 of the Complaint to the extent they relate to Endo International. To the extent the allegations
11 relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo
12 USA and Par. Endo International lacks knowledge or information sufficient to form a belief as to
13 the truth of the remaining allegations in Paragraph 25 and denies them on that basis.

14 **ANSWER TO PARAGRAPH 26:** Endo International denies the allegations in Paragraph
15 26 of the Complaint to the extent they relate to Endo International. To the extent the allegations
16 relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo
17 USA and Par. Endo International lacks knowledge or information sufficient to form a belief as to
18 the truth of the allegations in Paragraph 26 to the extent they relate to other defendants and denies
19 them on that basis.

20 **ANSWER TO PARAGRAPH 27:** The allegations in Paragraph 27 of the Complaint
21 contain legal conclusions or arguments that require no answer. To the extent an answer is
22 required, Endo International denies the allegations in Paragraph 27 to the extent they relate to
23 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
24 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
25 information sufficient to form a belief as to the truth of the allegations in Paragraph 27 to the
26 extent they relate to other defendants and denies them on that basis.

27 **ANSWER TO PARAGRAPH 28:** Paragraph 28 of the Complaint purports to
28 characterize a writing which speaks for itself, and Endo International denies Plaintiff's

1 characterization of it. Endo International denies the allegations in Paragraph 28 to the extent they
 2 relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
 3 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
 4 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
 5 Paragraph 28 and denies them on that basis.

6 **ANSWER TO PARAGRAPH 29:** Paragraph 29 of the Complaint purports to
 7 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
 8 characterization of it. Endo International denies the allegations in Paragraph 29 to the extent they
 9 relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
 10 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
 11 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
 12 Paragraph 29 and denies them on that basis.

13 **ANSWER TO PARAGRAPH 30:** Paragraph 30 of the Complaint purports to
 14 characterize writings which speak for themselves, and Endo International denies Plaintiff's
 15 characterization of them. Endo International denies the allegations in Paragraph 30 to the extent
 16 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
 17 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
 18 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
 19 Paragraph 30 and denies them on that basis.

20 **ANSWER TO PARAGRAPH 31:** Paragraph 31 of the Complaint purports to
 21 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
 22 characterization of it. Endo International denies the allegations in Paragraph 31 to the extent they
 23 relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
 24 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
 25 knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph
 26 31 to the extent they relate to other defendants and denies them on that basis.

27 **ANSWER TO PARAGRAPH 32:** Paragraph 32 of the Complaint purports to
 28 characterize a writing which speaks for itself, and Endo International denies Plaintiff's

1 characterization of it. Endo International denies the allegations in Paragraph 32 to the extent they
2 relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
3 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
4 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
5 Paragraph 32 and denies them on that basis.

6 **ANSWER TO PARAGRAPH 33:** The allegations in Paragraph 33 of the Complaint
7 contain legal conclusions or arguments that require no answer. To the extent an answer is
8 required, Endo International denies the allegations in Paragraph 33 to the extent they relate to
9 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
10 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
11 information sufficient to form a belief as to the truth of the allegations in Paragraph 33 to the
12 extent they relate to other defendants and denies them on that basis.

13 **ANSWER TO PARAGRAPH 34:** The allegations in Paragraph 34 of the Complaint
14 concern a defendant other than Endo International, so Endo International is not required to
15 respond. To the extent Endo International is required to respond, Endo International lacks
16 knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph
17 34 and denies them on that basis.

18 **ANSWER TO PARAGRAPH 35:** Endo International denies the allegations in Paragraph
19 35 of the Complaint to the extent they relate to Endo International. To the extent the allegations
20 relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo
21 USA and Par. Endo International lacks knowledge or information sufficient to form a belief as to
22 the truth of the allegations in Paragraph 35 to the extent they relate to other defendants and denies
23 them on that basis.

24 **ANSWER TO PARAGRAPH 36:** The allegations in Paragraph 36 of the Complaint
25 contain legal conclusions or arguments that require no answer. To the extent an answer is
26 required, Endo International denies the allegations in Paragraph 36 to the extent they relate to
27 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
28 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or

1 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 36
2 and denies them on that basis.

3 **ANSWER TO PARAGRAPH 37:** Endo International denies the allegations in Paragraph
4 37 of the Complaint to the extent they relate to Endo International. To the extent the allegations
5 relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo
6 USA and Par. Endo International lacks knowledge or information sufficient to form a belief as to
7 the truth of the allegations in Paragraph 37 to the extent they relate to other defendants and denies
8 them on that basis.

9 **ANSWER TO PARAGRAPH 38:** Endo International denies the allegations in Paragraph
10 38 of the Complaint and the heading preceding it to the extent they relate to Endo International.
11 To the extent the allegations in Paragraph 38 and the heading preceding it relate to its U.S.
12 subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and Par. Endo
13 International lacks knowledge or information sufficient to form a belief as to the truth of the
14 remaining allegations in Paragraph 38 and the heading preceding it and denies them on that basis.

15 **ANSWER TO PARAGRAPH 39:** Endo International denies the allegations in Paragraph
16 39 of the Complaint to the extent they relate to Endo International. To the extent the allegations
17 relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo
18 USA and Par. Endo International lacks knowledge or information sufficient to form a belief as to
19 the truth of the allegations in Paragraph 39 to the extent they relate to other defendants and denies
20 them on that basis.

21 **ANSWER TO PARAGRAPH 40:** Paragraph 40 of the Complaint purports to
22 characterize data which speaks for itself, and Endo International denies Plaintiff's characterization
23 of it. Endo International denies the allegations in Paragraph 40 to the extent they relate to Endo
24 International. To the extent the allegations relate to its U.S. subsidiaries, Endo International refers
25 Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph 40 to the
27 extent they relate to other defendants and denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 41:** Endo International denies the allegations in Paragraph
2 41 of the Complaint to the extent they relate to Endo International. To the extent the allegations
3 relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo
4 USA and Par. Endo International lacks knowledge or information sufficient to form a belief as to
5 the truth of the allegations in Paragraph 41 to the extent they relate to other defendants and denies
6 them on that basis.

7 **ANSWER TO PARAGRAPH 42:** Paragraph 42 of the Complaint purports to
8 characterize data which speaks for itself, and Endo International denies Plaintiff's characterization
9 of it. To the extent the allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff
10 to the Answers filed by Endo USA and Par. Endo International lacks knowledge or information
11 sufficient to form a belief as to the truth of the allegations in Paragraph 42 to the extent they relate
12 to other defendants and denies them on that basis.

13 **ANSWER TO PARAGRAPH 43:** Paragraph 43 of the Complaint purports to
14 characterize data which speaks for itself, and Endo International denies Plaintiff's characterization
15 of it. To the extent the allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff
16 to the Answers filed by Endo USA and Par. Endo International lacks knowledge or information
17 sufficient to form a belief as to the truth of the allegations in Paragraph 43 to the extent they relate
18 to other defendants and denies them on that basis.

19 **ANSWER TO PARAGRAPH 44:** Paragraph 44 of the Complaint purports to
20 characterize data which speaks for itself, and Endo International denies Plaintiff's characterization
21 of it. Endo International denies the allegations in Paragraph 44 of the Complaint to the extent they
22 relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
23 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
24 knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph
25 44 to the extent they relate to other defendants and denies them on that basis.

26 **ANSWER TO PARAGRAPH 45:** Paragraph 45 of the Complaint concerns a defendant
27 other than Endo International, so Endo International is not required to respond. To the extent
28 Endo International is required to respond, Endo International lacks knowledge or information

1 sufficient to form a belief as to the truth of the allegations in Paragraph 45 and denies them on that
2 basis.

3 **ANSWER TO PARAGRAPH 46:** Paragraph 46 of the Complaint concerns a defendant
4 other than Endo International, so Endo International is not required to respond. To the extent
5 Endo International is required to respond, Endo International lacks knowledge or information
6 sufficient to form a belief as to the truth of the allegations in Paragraph 46 and denies them on that
7 basis.

8 **ANSWER TO PARAGRAPH 47:** Paragraph 47 of the Complaint concerns a defendant
9 other than Endo International, so Endo International is not required to respond. To the extent
10 Endo International is required to respond, Endo International lacks knowledge or information
11 sufficient to form a belief as to the truth of the allegations in Paragraph 47 and denies them on that
12 basis.

13 **ANSWER TO PARAGRAPH 48:** Endo International denies the allegations in Paragraph
14 48 of the Complaint to the extent they relate to Endo International. To the extent the allegations
15 relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo
16 USA and Par. Endo International lacks knowledge or information sufficient to form a belief as to
17 the truth of the allegations in Paragraph 48 to the extent they relate to other defendants and denies
18 them on that basis.

19 **ANSWER TO PARAGRAPH 49:** Endo International denies the allegations in the first
20 sentence of Paragraph 49 of the Complaint and its subparts to the extent they relate to Endo
21 International. To the extent the allegations in Paragraph 49 and its subparts relate to its U.S.
22 subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and Par. Endo
23 International lacks knowledge or information sufficient to form a belief as to the truth of the
24 remaining allegations in Paragraph 49 and its subparts and denies them on that basis.

25 **ANSWER TO PARAGRAPH 50:** Endo International denies the allegations in Paragraph
26 50 of the Complaint to the extent they relate to Endo International. To the extent the allegations
27 relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo
28 USA and Par. Endo International lacks knowledge or information sufficient to form a belief as to

1 the truth of the allegations in Paragraph 50 to the extent they relate to other defendants and denies
2 them on that basis.

3 **ANSWER TO PARAGRAPH 51:** Endo International denies the allegations in Paragraph
4 51 of the Complaint to the extent they relate to Endo International. To the extent the allegations
5 relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo
6 USA and Par. Endo International lacks knowledge or information sufficient to form a belief as to
7 the truth of the remaining allegations in Paragraph 51 and denies them on that basis.

8 **ANSWER TO PARAGRAPH 52:** Paragraph 52 of the Complaint purports to
9 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
10 characterization of it. Endo International lacks knowledge or information sufficient to form a
11 belief as to the truth of the remaining allegations in Paragraph 52 and denies them on that basis.

12 **ANSWER TO PARAGRAPH 53:** Paragraph 53 of the Complaint purports to
13 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
14 characterization of it.

15 **ANSWER TO PARAGRAPH 54:** Paragraph 54 of the Complaint purports to
16 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
17 characterization of it. Endo International lacks knowledge or information sufficient to form a
18 belief as to the truth of the remaining allegations in Paragraph 54 and denies them on that basis.

19 **ANSWER TO PARAGRAPH 55:** Paragraph 55 of the Complaint purports to
20 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
21 characterization of it. Endo International lacks knowledge or information sufficient to form a
22 belief as to the truth of the remaining allegations in Paragraph 55 and denies them on that basis.

23 **ANSWER TO PARAGRAPH 56:** Paragraph 56 of the Complaint purports to
24 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
25 characterization of it. Endo International lacks knowledge or information sufficient to form a
26 belief as to the truth of the remaining allegations in Paragraph 56 and denies them on that basis.

1 **ANSWER TO PARAGRAPH 57:** Endo International lacks knowledge or information
2 sufficient to form a belief as to the truth of the allegations in Paragraph 57 of the Complaint and
3 denies them on that basis.

4 **ANSWER TO PARAGRAPH 58:** Paragraph 58 of the Complaint purports to
5 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
6 characterization of it. Endo International denies the allegations in Paragraph 58 to the extent they
7 relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
8 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
9 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
10 Paragraph 58 and denies them on that basis.

11 **ANSWER TO PARAGRAPH 59:** The allegations in Paragraph 59 of the Complaint
12 contain legal conclusions or arguments that require no answer. To the extent an answer is
13 required, Endo International denies the allegations in Paragraph 59 to the extent they relate to
14 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
15 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
16 information sufficient to form a belief as to the truth of the allegations in Paragraph 59 to the
17 extent they relate to other defendants and denies them on that basis.

18 **ANSWER TO PARAGRAPH 60:** Endo International lacks knowledge or information
19 sufficient to form a belief as to the truth of the allegations in Paragraph 60 of the Complaint and
20 denies them on that basis.

21 **ANSWER TO PARAGRAPH 61:** Paragraph 61 of the Complaint purports to
22 characterize writings which speak for themselves, and Endo International denies Plaintiff's
23 characterization of them. Endo International lacks knowledge or information sufficient to form a
24 belief as to the truth of the remaining allegations in Paragraph 61 and denies them on that basis.

25 **ANSWER TO PARAGRAPH 62:** Paragraph 62 of the Complaint purports to
26 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
27 characterization of it.
28

1 **ANSWER TO PARAGRAPH 63:** Paragraph 63 of the Complaint purports to
2 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
3 characterization of it. Endo International lacks knowledge or information sufficient to form a
4 belief as to the truth of the remaining allegations in Paragraph 63 and denies them on that basis.

5 **ANSWER TO PARAGRAPH 64:** Paragraph 64 of the Complaint purports to
6 characterize writings which speak for themselves, and Endo International denies Plaintiff's
7 characterization of them.

8 **ANSWER TO PARAGRAPH 65:** Paragraph 65 of the Complaint purports to
9 characterize writings which speak for themselves, and Endo International denies Plaintiff's
10 characterization of them.

11 **ANSWER TO PARAGRAPH 66:** Paragraph 66 of the Complaint purports to
12 characterize writings which speak for themselves, and Endo International denies Plaintiff's
13 characterization of them.

14 **ANSWER TO PARAGRAPH 67:** Paragraph 67 of the Complaint purports to
15 characterize writings which speak for themselves, and Endo International denies Plaintiff's
16 characterization of them. Endo International lacks knowledge or information sufficient to form a
17 belief as to the truth of the remaining allegations in Paragraph 67 and denies them on that basis.

18 **ANSWER TO PARAGRAPH 68:** Paragraph 68 of the Complaint purports to
19 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
20 characterization of it. Endo International lacks knowledge or information sufficient to form a
21 belief as to the truth of the remaining allegations in Paragraph 68 and denies them on that basis.

22 **ANSWER TO PARAGRAPH 69:** Paragraph 69 of the Complaint purports to
23 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
24 characterization of it. Endo International lacks knowledge or information sufficient to form a
25 belief as to the truth of the remaining allegations in Paragraph 69 and denies them on that basis.

26 **ANSWER TO PARAGRAPH 70:** Paragraph 70 of the Complaint purports to
27 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
28 characterization of it.

1 **ANSWER TO PARAGRAPH 71:** Endo International lacks knowledge or information
2 sufficient to form a belief as to the truth of the allegations in Paragraph 71 of the Complaint and
3 denies them on that basis.

4 **JURISDICTION AND VENUE**

5 **ANSWER TO PARAGRAPH 72:** The allegations in Paragraph 72 of the Complaint
6 contain legal conclusions or arguments that require no answer. To the extent an answer is
7 required, Paragraph 72 purports to characterize statutes which speak for themselves, and Endo
8 International denies Plaintiff's characterization of them. To the extent an answer is required, Endo
9 International states that the Court has dismissed all RICO claims with prejudice and denies the
10 allegations in Paragraph 72, as stated.

11 **ANSWER TO PARAGRAPH 73:** The allegations in Paragraph 73 of the Complaint
12 contain legal conclusions or arguments that require no answer. To the extent an answer is
13 required, Endo International denies that it is subject to personal jurisdiction in the United States
14 District Court for the Northern District of California and denies the remaining allegations in
15 Paragraph 73 to the extent they relate to Endo International. Paragraph 73 purports to characterize
16 statutes which speak for themselves, and Endo International denies Plaintiff's characterization of
17 them. To the extent the allegations relate to its U.S. subsidiaries, Endo International refers
18 Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
19 information sufficient to form a belief as to the truth of the allegations in Paragraph 73 to the
20 extent they relate to other defendants and denies them on that basis.

21 **ANSWER TO PARAGRAPH 74:** The allegations in Paragraph 74 of the Complaint
22 contain legal conclusions or arguments that require no answer. To the extent an answer is
23 required, Endo International denies that it engages in business within the State of California and
24 denies the remaining allegations in Paragraph 74 to the extent they relate to Endo International.
25 To the extent the allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the
26 Answers filed by Endo USA and Par. Endo International lacks knowledge or information
27 sufficient to form a belief as to the truth of the allegations in Paragraph 74 to the extent they relate
28 to other defendants and denies them on that basis.

ANSWER TO PARAGRAPH 75: The allegations in Paragraph 75 of the Complaint contain legal conclusions or arguments that require no answer. To the extent an answer is required, Endo International denies that it has manufactured, distributed, or dispensed prescription opioid medications in the State of California and denies the remaining allegations in Paragraph 75 to the extent they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 75 to the extent they relate to other defendants and denies them on that basis.

ANSWER TO PARAGRAPH 76: The allegations in Paragraph 76 of the Complaint contain legal conclusions or arguments that require no answer. To the extent an answer is required, Endo International denies the allegations in Paragraph 76 to the extent they relate to Endo International. Moreover, Paragraph 76 purports to characterize statutes which speak for themselves, and Endo International denies Plaintiff's characterization of them. To the extent the allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 76 to the extent they relate to other defendants and denies them on that basis.

INTRADISTRICT ASSIGNMENT

ANSWER TO PARAGRAPH 77: The allegations in Paragraph 77 of the Complaint contain legal conclusions or arguments that require no answer. To the extent an answer is required, Paragraph 77 purports to characterize a rule which speaks for itself, and Endo International denies Plaintiff's characterization of it.

PARTIES

ANSWER TO PARAGRAPH 78: The allegations in Paragraph 78 of the Complaint contain legal conclusions or arguments that require no answer. To the extent an answer is required, Endo International states that the Court has dismissed with prejudice all claims asserted by the City and County of San Francisco, denies that any factual or legal basis exists for any of the

1 claims against Endo International in this action, and denies that Plaintiff is entitled to any relief
2 from Endo International. Moreover, Paragraph 78 purports to characterize statutes which speak
3 for themselves, and Endo International denies Plaintiff's characterization of them. Endo
4 International lacks knowledge or information sufficient to form a belief as to the truth of the
5 remaining allegations in Paragraph 78 and denies them on that basis.

6 **ANSWER TO PARAGRAPH 79:** The allegations in Paragraph 79 of the Complaint
7 contain legal conclusions or arguments that require no answer. To the extent an answer is
8 required, Endo International denies that any factual or legal basis exists for any of the claims
9 against Endo International in this action and denies that Plaintiff is entitled to any relief from Endo
10 International. Moreover, Paragraph 79 purports to characterize a statute which speaks for itself,
11 and Endo International denies Plaintiff's characterization of it. Endo International lacks
12 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
13 Paragraph 79 and denies them on that basis.

14 **ANSWER TO PARAGRAPH 80:** Endo International denies the allegations in Paragraph
15 80 of the Complaint to the extent they relate to Endo International. To the extent the allegations
16 relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo
17 USA and Par. Endo International lacks knowledge or information sufficient to form a belief as to
18 the truth of the allegations in Paragraph 80 to the extent they relate to other defendants and denies
19 them on that basis.

20 **ANSWER TO PARAGRAPH 81:** Paragraph 81 of the Complaint concerns a defendant
21 other than Endo International, so Endo International is not required to respond. To the extent
22 Endo International is required to respond, Endo International lacks knowledge or information
23 sufficient to form a belief as to the truth of the allegations in Paragraph 81 and denies them on that
24 basis.

25 **ANSWER TO PARAGRAPH 82:** Paragraph 82 of the Complaint concerns a defendant
26 other than Endo International, so Endo International is not required to respond. To the extent
27 Endo International is required to respond, Endo International lacks knowledge or information
28

1 sufficient to form a belief as to the truth of the allegations in Paragraph 82 and denies them on that
2 basis.

3 **ANSWER TO PARAGRAPH 83:** Paragraph 83 of the Complaint concerns a defendant
4 other than Endo International, so Endo International is not required to respond. To the extent
5 Endo International is required to respond, Endo International lacks knowledge or information
6 sufficient to form a belief as to the truth of the allegations in Paragraph 83 and denies them on that
7 basis.

8 **ANSWER TO PARAGRAPH 84:** Paragraph 84 of the Complaint concerns a defendant
9 other than Endo International, so Endo International is not required to respond. To the extent
10 Endo International is required to respond, Endo International lacks knowledge or information
11 sufficient to form a belief as to the truth of the allegations in Paragraph 84 and denies them on that
12 basis.

13 **ANSWER TO PARAGRAPH 85:** Paragraph 85 of the Complaint concerns a defendant
14 other than Endo International, so Endo International is not required to respond. To the extent
15 Endo International is required to respond, Endo International lacks knowledge or information
16 sufficient to form a belief as to the truth of the allegations in Paragraph 85 and denies them on that
17 basis.

18 **ANSWER TO PARAGRAPH 86:** Paragraph 86 of the Complaint concerns a defendant
19 other than Endo International, so Endo International is not required to respond. To the extent
20 Endo International is required to respond, Endo International lacks knowledge or information
21 sufficient to form a belief as to the truth of the allegations in Paragraph 86 and denies them on that
22 basis.

23 **ANSWER TO PARAGRAPH 87:** Paragraph 87 of the Complaint concerns a defendant
24 other than Endo International, so Endo International is not required to respond. To the extent
25 Endo International is required to respond, Endo International lacks knowledge or information
26 sufficient to form a belief as to the truth of the allegations in Paragraph 87 and denies them on that
27 basis.
28

1 **ANSWER TO PARAGRAPH 88:** Paragraph 88 of the Complaint concerns a defendant
2 other than Endo International, so Endo International is not required to respond. To the extent
3 Endo International is required to respond, Endo International lacks knowledge or information
4 sufficient to form a belief as to the truth of the allegations in Paragraph 88 and denies them on that
5 basis.

6 **ANSWER TO PARAGRAPH 89:** Paragraph 89 of the Complaint concerns a defendant
7 other than Endo International, so Endo International is not required to respond. To the extent
8 Endo International is required to respond, Endo International lacks knowledge or information
9 sufficient to form a belief as to the truth of the allegations in Paragraph 89 and denies them on that
10 basis.

11 **ANSWER TO PARAGRAPH 90:** Paragraph 90 of the Complaint concerns a defendant
12 other than Endo International, so Endo International is not required to respond. To the extent
13 Endo International is required to respond, Endo International lacks knowledge or information
14 sufficient to form a belief as to the truth of the allegations in Paragraph 90 and denies them on that
15 basis.

16 **ANSWER TO PARAGRAPH 91:** Paragraph 91 of the Complaint concerns a defendant
17 other than Endo International, so Endo International is not required to respond. To the extent
18 Endo International is required to respond, Endo International lacks knowledge or information
19 sufficient to form a belief as to the truth of the allegations in Paragraph 91 and denies them on that
20 basis.

21 **ANSWER TO PARAGRAPH 92:** Paragraph 92 of the Complaint concerns a defendant
22 other than Endo International, so Endo International is not required to respond. To the extent
23 Endo International is required to respond, Endo International lacks knowledge or information
24 sufficient to form a belief as to the truth of the allegations in Paragraph 92 and denies them on that
25 basis.

26 **ANSWER TO PARAGRAPH 93:** Paragraph 93 of the Complaint concerns a defendant
27 other than Endo International, so Endo International is not required to respond. To the extent
28 Endo International is required to respond, Endo International lacks knowledge or information

1 sufficient to form a belief as to the truth of the allegations in Paragraph 93 and denies them on that
2 basis.

3 **ANSWER TO PARAGRAPH 94:** Paragraph 94 of the Complaint concerns a defendant
4 other than Endo International, so Endo International is not required to respond. To the extent
5 Endo International is required to respond, Endo International lacks knowledge or information
6 sufficient to form a belief as to the truth of the allegations in Paragraph 94 and denies them on that
7 basis.

8 **ANSWER TO PARAGRAPH 95:** Paragraph 95 of the Complaint concerns a defendant
9 other than Endo International, so Endo International is not required to respond. To the extent
10 Endo International is required to respond, Endo International lacks knowledge or information
11 sufficient to form a belief as to the truth of the allegations in Paragraph 95 and denies them on that
12 basis.

13 **ANSWER TO PARAGRAPH 96:** Paragraph 96 of the Complaint concerns a defendant
14 other than Endo International, so Endo International is not required to respond. To the extent
15 Endo International is required to respond, Endo International lacks knowledge or information
16 sufficient to form a belief as to the truth of the allegations in Paragraph 96 and denies them on that
17 basis.

18 **ANSWER TO PARAGRAPH 97:** Paragraph 97 of the Complaint concerns a defendant
19 other than Endo International, so Endo International is not required to respond. To the extent
20 Endo International is required to respond, Endo International lacks knowledge or information
21 sufficient to form a belief as to the truth of the allegations in Paragraph 97 and denies them on that
22 basis.

23 **ANSWER TO PARAGRAPH 98:** Paragraph 98 of the Complaint concerns a defendant
24 other than Endo International, so Endo International is not required to respond. To the extent
25 Endo International is required to respond, Endo International lacks knowledge or information
26 sufficient to form a belief as to the truth of the allegations in Paragraph 98 and denies them on that
27 basis.
28

1 **ANSWER TO PARAGRAPH 99:** Paragraph 99 of the Complaint concerns a defendant
2 other than Endo International, so Endo International is not required to respond. To the extent
3 Endo International is required to respond, Endo International lacks knowledge or information
4 sufficient to form a belief as to the truth of the allegations in Paragraph 99 and denies them on that
5 basis.

6 **ANSWER TO PARAGRAPH 100:** Paragraph 100 of the Complaint concerns a
7 defendant other than Endo International, so Endo International is not required to respond. To the
8 extent Endo International is required to respond, Endo International lacks knowledge or
9 information sufficient to form a belief as to the truth of the allegations in Paragraph 100 and
10 denies them on that basis.

11 **ANSWER TO PARAGRAPH 101:** Paragraph 101 of the Complaint concerns a
12 defendant other than Endo International, so Endo International is not required to respond. To the
13 extent Endo International is required to respond, Endo International lacks knowledge or
14 information sufficient to form a belief as to the truth of the allegations in Paragraph 101 and
15 denies them on that basis.

16 **ANSWER TO PARAGRAPH 102:** Paragraph 102 of the Complaint concerns a
17 defendant other than Endo International, so Endo International is not required to respond. To the
18 extent Endo International is required to respond, Endo International lacks knowledge or
19 information sufficient to form a belief as to the truth of the allegations in Paragraph 102 and
20 denies them on that basis.

21 **ANSWER TO PARAGRAPH 103:** Paragraph 103 of the Complaint concerns a
22 defendant other than Endo International, so Endo International is not required to respond. To the
23 extent Endo International is required to respond, Endo International lacks knowledge or
24 information sufficient to form a belief as to the truth of the allegations in Paragraph 103 and
25 denies them on that basis.

26 **ANSWER TO PARAGRAPH 104:** Paragraph 104 of the Complaint concerns a
27 defendant other than Endo International, so Endo International is not required to respond. To the
28 extent Endo International is required to respond, Endo International lacks knowledge or

1 information sufficient to form a belief as to the truth of the allegations in Paragraph 104 and
2 denies them on that basis.

3 **ANSWER TO PARAGRAPH 105:** Paragraph 105 of the Complaint concerns a
4 defendant other than Endo International, so Endo International is not required to respond. To the
5 extent Endo International is required to respond, Endo International lacks knowledge or
6 information sufficient to form a belief as to the truth of the allegations in Paragraph 105 and
7 denies them on that basis.

8 **ANSWER TO PARAGRAPH 106:** Paragraph 106 of the Complaint concerns a
9 defendant other than Endo International, so Endo International is not required to respond. To the
10 extent Endo International is required to respond, Endo International lacks knowledge or
11 information sufficient to form a belief as to the truth of the allegations in Paragraph 106 and
12 denies them on that basis.

13 **ANSWER TO PARAGRAPH 107:** Paragraph 107 of the Complaint concerns a
14 defendant other than Endo International, so Endo International is not required to respond. To the
15 extent Endo International is required to respond, Endo International lacks knowledge or
16 information sufficient to form a belief as to the truth of the allegations in Paragraph 107 and
17 denies them on that basis.

18 **ANSWER TO PARAGRAPH 108:** Paragraph 108 of the Complaint concerns a
19 defendant other than Endo International, so Endo International is not required to respond. To the
20 extent Endo International is required to respond, Endo International lacks knowledge or
21 information sufficient to form a belief as to the truth of the allegations in Paragraph 108 and
22 denies them on that basis.

23 **ANSWER TO PARAGRAPH 109:** Paragraph 109 of the Complaint concerns a
24 defendant other than Endo International, so Endo International is not required to respond. To the
25 extent Endo International is required to respond, Endo International lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph 109 and
27 denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 110:** Paragraph 110 of the Complaint concerns a
2 defendant other than Endo International, so Endo International is not required to respond. To the
3 extent Endo International is required to respond, Endo International lacks knowledge or
4 information sufficient to form a belief as to the truth of the allegations in Paragraph 110 and
5 denies them on that basis.

6 **ANSWER TO PARAGRAPH 111:** Paragraph 111 of the Complaint concerns a
7 defendant other than Endo International, so Endo International is not required to respond. To the
8 extent Endo International is required to respond, Endo International lacks knowledge or
9 information sufficient to form a belief as to the truth of the allegations in Paragraph 111 and
10 denies them on that basis.

11 **ANSWER TO PARAGRAPH 112:** Paragraph 112 of the Complaint concerns a
12 defendant other than Endo International, so Endo International is not required to respond. To the
13 extent Endo International is required to respond, Endo International lacks knowledge or
14 information sufficient to form a belief as to the truth of the allegations in Paragraph 112 and
15 denies them on that basis.

16 **ANSWER TO PARAGRAPH 113:** Paragraph 113 of the Complaint concerns a
17 defendant other than Endo International, so Endo International is not required to respond. To the
18 extent Endo International is required to respond, Endo International lacks knowledge or
19 information sufficient to form a belief as to the truth of the allegations in Paragraph 113 and
20 denies them on that basis.

21 **ANSWER TO PARAGRAPH 114:** Paragraph 114 of the Complaint concerns a
22 defendant other than Endo International, so Endo International is not required to respond. To the
23 extent Endo International is required to respond, Endo International lacks knowledge or
24 information sufficient to form a belief as to the truth of the allegations in Paragraph 114 and
25 denies them on that basis.

26 **ANSWER TO PARAGRAPH 115:** Paragraph 115 of the Complaint concerns a
27 defendant other than Endo International, so Endo International is not required to respond. To the
28 extent Endo International is required to respond, Endo International lacks knowledge or

1 information sufficient to form a belief as to the truth of the allegations in Paragraph 115 and
2 denies them on that basis.

3 **ANSWER TO PARAGRAPH 116:** Paragraph 116 of the Complaint concerns a
4 defendant other than Endo International, so Endo International is not required to respond. To the
5 extent Endo International is required to respond, Endo International lacks knowledge or
6 information sufficient to form a belief as to the truth of the allegations in Paragraph 116 and
7 denies them on that basis.

8 **ANSWER TO PARAGRAPH 117:** Paragraph 117 of the Complaint concerns a
9 defendant other than Endo International, so Endo International is not required to respond. To the
10 extent Endo International is required to respond, Endo International lacks knowledge or
11 information sufficient to form a belief as to the truth of the allegations in Paragraph 117 and
12 denies them on that basis.

13 **ANSWER TO PARAGRAPH 118:** Paragraph 118 of the Complaint concerns a
14 defendant other than Endo International, so Endo International is not required to respond. To the
15 extent Endo International is required to respond, Endo International lacks knowledge or
16 information sufficient to form a belief as to the truth of the allegations in Paragraph 118 and
17 denies them on that basis.

18 **ANSWER TO PARAGRAPH 119:** Paragraph 119 of the Complaint concerns a
19 defendant other than Endo International, so Endo International is not required to respond. To the
20 extent Endo International is required to respond, Endo International lacks knowledge or
21 information sufficient to form a belief as to the truth of the allegations in Paragraph 119 and
22 denies them on that basis.

23 **ANSWER TO PARAGRAPH 120:** Paragraph 120 of the Complaint concerns a
24 defendant other than Endo International, so Endo International is not required to respond. To the
25 extent Endo International is required to respond, Endo International lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph 120 and
27 denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 121:** Paragraph 121 of the Complaint concerns a
2 defendant other than Endo International, so Endo International is not required to respond. To the
3 extent Endo International is required to respond, Endo International lacks knowledge or
4 information sufficient to form a belief as to the truth of the allegations in Paragraph 121 and
5 denies them on that basis.

6 **ANSWER TO PARAGRAPH 122:** Paragraph 122 of the Complaint concerns a
7 defendant other than Endo International, so Endo International is not required to respond. To the
8 extent Endo International is required to respond, Endo International lacks knowledge or
9 information sufficient to form a belief as to the truth of the allegations in Paragraph 122 and
10 denies them on that basis.

11 **ANSWER TO PARAGRAPH 123:** Paragraph 123 of the Complaint concerns a
12 defendant other than Endo International, so Endo International is not required to respond. To the
13 extent Endo International is required to respond, Endo International lacks knowledge or
14 information sufficient to form a belief as to the truth of the allegations in Paragraph 123 and
15 denies them on that basis.

16 **ANSWER TO PARAGRAPH 124:** Paragraph 124 of the Complaint concerns a
17 defendant other than Endo International, so Endo International is not required to respond. To the
18 extent Endo International is required to respond, Endo International lacks knowledge or
19 information sufficient to form a belief as to the truth of the allegations in Paragraph 124 and
20 denies them on that basis.

21 **ANSWER TO PARAGRAPH 125:** Paragraph 125 of the Complaint concerns a
22 defendant other than Endo International, so Endo International is not required to respond. To the
23 extent Endo International is required to respond, Endo International lacks knowledge or
24 information sufficient to form a belief as to the truth of the allegations in Paragraph 125 and
25 denies them on that basis.

26 **ANSWER TO PARAGRAPH 126:** Paragraph 126 of the Complaint concerns a
27 defendant other than Endo International, so Endo International is not required to respond. To the
28 extent Endo International is required to respond, Endo International lacks knowledge or

1 information sufficient to form a belief as to the truth of the allegations in Paragraph 126 and
2 denies them on that basis.

3 **ANSWER TO PARAGRAPH 127:** Paragraph 127 of the Complaint concerns a
4 defendant other than Endo International, so Endo International is not required to respond. To the
5 extent Endo International is required to respond, Endo International lacks knowledge or
6 information sufficient to form a belief as to the truth of the allegations in Paragraph 127 and
7 denies them on that basis.

8 **ANSWER TO PARAGRAPH 128:** Paragraph 128 of the Complaint concerns a
9 defendant other than Endo International, so Endo International is not required to respond. To the
10 extent Endo International is required to respond, Endo International lacks knowledge or
11 information sufficient to form a belief as to the truth of the allegations in Paragraph 128 and
12 denies them on that basis.

13 **ANSWER TO PARAGRAPH 129:** Paragraph 129 of the Complaint concerns a
14 defendant other than Endo International, so Endo International is not required to respond. To the
15 extent Endo International is required to respond, Endo International lacks knowledge or
16 information sufficient to form a belief as to the truth of the allegations in Paragraph 129 and
17 denies them on that basis.

18 **ANSWER TO PARAGRAPH 130:** Paragraph 130 of the Complaint concerns a
19 defendant other than Endo International, so Endo International is not required to respond. To the
20 extent Endo International is required to respond, Endo International lacks knowledge or
21 information sufficient to form a belief as to the truth of the allegations in Paragraph 130 and
22 denies them on that basis.

23 **ANSWER TO PARAGRAPH 131:** Paragraph 131 of the Complaint concerns a
24 defendant other than Endo International, so Endo International is not required to respond. To the
25 extent Endo International is required to respond, Endo International lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph 131 and
27 denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 132:** Paragraph 132 of the Complaint concerns a
2 defendant other than Endo International, so Endo International is not required to respond. To the
3 extent Endo International is required to respond, Endo International lacks knowledge or
4 information sufficient to form a belief as to the truth of the allegations in Paragraph 132 and
5 denies them on that basis.

6 **ANSWER TO PARAGRAPH 133:** Paragraph 133 of the Complaint concerns a
7 defendant other than Endo International so Endo International is not required to respond. To the
8 extent Endo International is required to respond, Endo International lacks knowledge or
9 information sufficient to form a belief as to the truth of the allegations in Paragraph 133 and
10 denies them on that basis.

11 **ANSWER TO PARAGRAPH 134:** Paragraph 134 of the Complaint concerns a
12 defendant other than Endo International, so Endo International is not required to respond. To the
13 extent Endo International is required to respond, Endo International lacks knowledge or
14 information sufficient to form a belief as to the truth of the allegations in Paragraph 134 and
15 denies them on that basis.

16 **ANSWER TO PARAGRAPH 135:** Paragraph 135 of the Complaint concerns a
17 defendant other than Endo International, so Endo International is not required to respond. To the
18 extent Endo International is required to respond, Endo International lacks knowledge or
19 information sufficient to form a belief as to the truth of the allegations in Paragraph 135 and
20 denies them on that basis.

21 **ANSWER TO PARAGRAPH 136:** Paragraph 136 of the Complaint concerns a
22 defendant other than Endo International, so Endo International is not required to respond. To the
23 extent Endo International is required to respond, Endo International lacks knowledge or
24 information sufficient to form a belief as to the truth of the allegations in Paragraph 136 and
25 denies them on that basis.

26 **ANSWER TO PARAGRAPH 137:** Paragraph 137 of the Complaint concerns a
27 defendant other than Endo International, so Endo International is not required to respond. To the
28 extent Endo International is required to respond, Endo International lacks knowledge or

1 information sufficient to form a belief as to the truth of the allegations in Paragraph 137 and
2 denies them on that basis.

3 **ANSWER TO PARAGRAPH 138:** Paragraph 138 of the Complaint concerns a
4 defendant other than Endo International, so Endo International is not required to respond. To the
5 extent Endo International is required to respond, Endo International lacks knowledge or
6 information sufficient to form a belief as to the truth of the allegations in Paragraph 138 and
7 denies them on that basis.

8 **ANSWER TO PARAGRAPH 139:** Paragraph 139 of the Complaint concerns a
9 defendant other than Endo International, so Endo International is not required to respond. To the
10 extent Endo International is required to respond, Endo International lacks knowledge or
11 information sufficient to form a belief as to the truth of the allegations in Paragraph 139 and
12 denies them on that basis.

13 **ANSWER TO PARAGRAPH 140:** Paragraph 140 of the Complaint concerns a
14 defendant other than Endo International, so Endo International is not required to respond. To the
15 extent Endo International is required to respond, Endo International lacks knowledge or
16 information sufficient to form a belief as to the truth of the allegations in Paragraph 140 and
17 denies them on that basis.

18 **ANSWER TO PARAGRAPH 141:** Paragraph 141 of the Complaint concerns a
19 defendant other than Endo International, so Endo International is not required to respond. To the
20 extent Endo International is required to respond, Endo International lacks knowledge or
21 information sufficient to form a belief as to the truth of the allegations in Paragraph 141 and
22 denies them on that basis.

23 **ANSWER TO PARAGRAPH 142:** Paragraph 142 of the Complaint concerns a
24 defendant other than Endo International, so Endo International is not required to respond. To the
25 extent Endo International is required to respond, Endo International lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph 142 and
27 denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 143:** Paragraph 143 of the Complaint concerns a
2 defendant other than Endo International, so Endo International is not required to respond. To the
3 extent Endo International is required to respond, Endo International lacks knowledge or
4 information sufficient to form a belief as to the truth of the allegations in Paragraph 143 and
5 denies them on that basis.

6 **ANSWER TO PARAGRAPH 144:** Paragraph 144 of the Complaint concerns a
7 defendant other than Endo International, so Endo International is not required to respond. To the
8 extent Endo International is required to respond, Endo International lacks knowledge or
9 information sufficient to form a belief as to the truth of the allegations in Paragraph 144 and
10 denies them on that basis.

11 **ANSWER TO PARAGRAPH 145:** Paragraph 145 of the Complaint concerns a
12 defendant other than Endo International, so Endo International is not required to respond. To the
13 extent Endo International is required to respond, Endo International lacks knowledge or
14 information sufficient to form a belief as to the truth of the allegations in Paragraph 145 and
15 denies them on that basis.

16 **ANSWER TO PARAGRAPH 146:** Paragraph 146 of the Complaint concerns a
17 defendant other than Endo International, so Endo International is not required to respond. To the
18 extent Endo International is required to respond, Endo International lacks knowledge or
19 information sufficient to form a belief as to the truth of the allegations in Paragraph 146 and
20 denies them on that basis.

21 **ANSWER TO PARAGRAPH 147:** Endo International admits that Endo Health
22 Solutions Inc. was incorporated under the laws of the State of Delaware and is based in Malvern,
23 Pennsylvania. Except as expressly admitted, Endo International denies the allegations in
24 Paragraph 147 of the Complaint.

25 **ANSWER TO PARAGRAPH 148:** Endo International admits that Endo
26 Pharmaceuticals Inc. was incorporated under the laws of the State of Delaware and is based in
27 Malvern, Pennsylvania. Except as expressly admitted, Endo International denies the allegations in
28 Paragraph 148 of the Complaint.

1 **ANSWER TO PARAGRAPH 149:** Endo International admits that Par Pharmaceutical,
2 Inc. is a wholly-owned subsidiary of Par Pharmaceutical Companies, Inc.; that Par Pharmaceutical
3 Companies, Inc. was incorporated under the laws of the State of Delaware; and that Par
4 Pharmaceutical, Inc. and Par Pharmaceutical Companies, Inc. are based in Chestnut Ridge, New
5 York. Endo International further admits that it acquired Par Pharmaceutical, Inc. and Par
6 Pharmaceutical Companies, Inc. in September 2015; that Par Pharmaceutical, Inc. is an operating
7 company of Endo International; that Endo Pharmaceuticals Inc. has at various times sold certain
8 prescription opioid medications; and that Par Pharmaceutical, Inc. has at various times
9 manufactured and sold certain prescription opioid medications. Except as expressly admitted,
10 Endo International denies the allegations in Paragraph 149 of the Complaint to the extent they
11 relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
12 International refers Plaintiff to the Answers filed by Endo USA and Par.

13 **ANSWER TO PARAGRAPH 150:** Endo International denies the allegations in
14 Paragraph 150 of the Complaint to the extent they relate to Endo International. To the extent the
15 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
16 by Endo USA and Par.

17 **ANSWER TO PARAGRAPH 151:** Endo International denies the allegations in
18 Paragraph 151 of the Complaint to the extent they relate to Endo International. To the extent the
19 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answer filed by
20 Endo USA and Par.

21 **ANSWER TO PARAGRAPH 152:** Endo International admits that in June of 2017, the
22 FDA requested that reformulated Opana ER, an opioid product sold by Endo Pharmaceuticals Inc.,
23 be voluntarily removed from the market. Paragraph 152 of the Complaint purports to characterize
24 a writing which speaks for itself, and Endo International denies Plaintiff's characterization of it.

25 **ANSWER TO PARAGRAPH 153:** Paragraph 153 of the Complaint concerns a
26 defendant other than Endo International, so Endo International is not required to respond. To the
27 extent Endo International is required to respond, Endo International lacks knowledge or
28

1 information sufficient to form a belief as to the truth of the allegations in Paragraph 153 and
2 denies them on that basis.

3 **ANSWER TO PARAGRAPH 154:** Paragraph 154 of the Complaint concerns a
4 defendant other than Endo International, so Endo International is not required to respond. To the
5 extent Endo International is required to respond, Endo International lacks knowledge or
6 information sufficient to form a belief as to the truth of the allegations in Paragraph 154 and
7 denies them on that basis.

8 **ANSWER TO PARAGRAPH 155:** Paragraph 155 of the Complaint concerns a
9 defendant other than Endo International, so Endo International is not required to respond. To the
10 extent Endo International is required to respond, Endo International lacks knowledge or
11 information sufficient to form a belief as to the truth of the allegations in Paragraph 155 and
12 denies them on that basis

13 **ANSWER TO PARAGRAPH 156:** Paragraph 156 of the Complaint concerns a
14 defendant other than Endo International, so Endo International is not required to respond. To the
15 extent Endo International is required to respond, Endo International lacks knowledge or
16 information sufficient to form a belief as to the truth of the allegations in Paragraph 156 and
17 denies them on that basis.

18 **ANSWER TO PARAGRAPH 157:** Paragraph 157 of the Complaint concerns a
19 defendant other than Endo International, so Endo International is not required to respond. To the
20 extent Endo International is required to respond, Endo International lacks knowledge or
21 information sufficient to form a belief as to the truth of the allegations in Paragraph 157 and
22 denies them on that basis.

23 **ANSWER TO PARAGRAPH 158:** Paragraph 158 of the Complaint concerns a
24 defendant other than Endo International, so Endo International is not required to respond. To the
25 extent Endo International is required to respond, Endo International lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph 158 and
27 denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 159:** Paragraph 159 of the Complaint concerns a
2 defendant other than Endo International, so Endo International is not required to respond. To the
3 extent Endo International is required to respond, Endo International lacks knowledge or
4 information sufficient to form a belief as to the truth of the allegations in Paragraph 159 and
5 denies them on that basis.

6 **ANSWER TO PARAGRAPH 160:** Paragraph 160 of the Complaint concerns a
7 defendant other than Endo International, so Endo International is not required to respond. To the
8 extent Endo International is required to respond, Endo International lacks knowledge or
9 information sufficient to form a belief as to the truth of the allegations in Paragraph 160 and
10 denies them on that basis.

11 **ANSWER TO PARAGRAPH 161:** Paragraph 161 of the Complaint concerns a
12 defendant other than Endo International, so Endo International is not required to respond. To the
13 extent Endo International is required to respond, Endo International lacks knowledge or
14 information sufficient to form a belief as to the truth of the allegations in Paragraph 161 and
15 denies them on that basis

16 **ANSWER TO PARAGRAPH 162:** Paragraph 162 of the Complaint concerns a
17 defendant other than Endo International, so Endo International is not required to respond. To the
18 extent Endo International is required to respond, Endo International lacks knowledge or
19 information sufficient to form a belief as to the truth of the allegations in Paragraph 162 and
20 denies them on that basis.

21 **ANSWER TO PARAGRAPH 163:** Paragraph 163 of the Complaint concerns a
22 defendant other than Endo International, so Endo International is not required to respond. To the
23 extent Endo International is required to respond, Endo International lacks knowledge or
24 information sufficient to form a belief as to the truth of the allegations in Paragraph 163 and
25 denies them on that basis.

26 **ANSWER TO PARAGRAPH 164:** Paragraph 164 of the Complaint concerns a
27 defendant other than Endo International, so Endo International is not required to respond. To the
28 extent Endo International is required to respond, Endo International lacks knowledge or

1 information sufficient to form a belief as to the truth of the allegations in Paragraph 164 and
2 denies them on that basis.

3 **ANSWER TO PARAGRAPH 165:** Paragraph 165 of the Complaint contains no
4 allegation of fact to which a response is required.

5 **ANSWER TO PARAGRAPH 166:** Paragraph 166 of the Complaint concerns a
6 defendant other than Endo International, so Endo International is not required to respond. To the
7 extent Endo International is required to respond, Endo International lacks knowledge or
8 information sufficient to form a belief as to the truth of the allegations in Paragraph 166 and
9 denies them on that basis.

10 **ANSWER TO PARAGRAPH 167:** Paragraph 167 of the Complaint concerns a
11 defendant other than Endo International, so Endo International is not required to respond. To the
12 extent Endo International is required to respond, Endo International lacks knowledge or
13 information sufficient to form a belief as to the truth of the allegations in Paragraph 167 and
14 denies them on that basis.

15 **ANSWER TO PARAGRAPH 168:** Paragraph 168 of the Complaint concerns a
16 defendant other than Endo International, so Endo International is not required to respond. To the
17 extent Endo International is required to respond, Endo International lacks knowledge or
18 information sufficient to form a belief as to the truth of the allegations in Paragraph 168 and
19 denies them on that basis.

20 **ANSWER TO PARAGRAPH 169:** Paragraph 169 of the Complaint concerns a
21 defendant other than Endo International, so Endo International is not required to respond. To the
22 extent Endo International is required to respond, Endo International lacks knowledge or
23 information sufficient to form a belief as to the truth of the allegations in Paragraph 169 and
24 denies them on that basis.

25 **ANSWER TO PARAGRAPH 170:** Paragraph 170 of the Complaint concerns a
26 defendant other than Endo International, so Endo International is not required to respond. To the
27 extent Endo International is required to respond, Endo International lacks knowledge or
28

1 information sufficient to form a belief as to the truth of the allegations in Paragraph 170 and
2 denies them on that basis.

3 **ANSWER TO PARAGRAPH 171:** Paragraph 171 of the Complaint concerns a
4 defendant other than Endo International, so Endo International is not required to respond. To the
5 extent Endo International is required to respond, Endo International lacks knowledge or
6 information sufficient to form a belief as to the truth of the allegations in Paragraph 171 and
7 denies them on that basis.

8 **ANSWER TO PARAGRAPH 172:** Paragraph 172 of the Complaint concerns a
9 defendant other than Endo International, so Endo International is not required to respond. To the
10 extent Endo International is required to respond, Endo International lacks knowledge or
11 information sufficient to form a belief as to the truth of the allegations in Paragraph 172 and
12 denies them on that basis.

13 **ANSWER TO PARAGRAPH 173:** Paragraph 173 of the Complaint concerns a
14 defendant other than Endo International, so Endo International is not required to respond. To the
15 extent Endo International is required to respond, Endo International lacks knowledge or
16 information sufficient to form a belief as to the truth of the allegations in Paragraph 173 and
17 denies them on that basis.

18 **ANSWER TO PARAGRAPH 174:** Endo International denies the allegations in
19 Paragraph 174 of the Complaint to the extent they relate to Endo International. To the extent the
20 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
21 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
22 belief as to the truth of the allegations in Paragraph 174 to the extent they relate to other
23 defendants and denies them on that basis.

24 **FACTUAL ALLEGATIONS**

25 **ANSWER TO PARAGRAPH 175:** Endo International admits, based on its knowledge
26 of its U.S. subsidiaries' businesses, that opioid medications are a class of medications that can
27 bind to opioid receptors and include natural, synthetic and semi-synthetic opioids, that opioids
28 may produce both analgesic and euphoric effects in users, and that respiratory depression has been

1 reported with the use of opioids. Except as expressly admitted, Endo International denies the
2 allegations in Paragraph 175 of the Complaint.

3 **ANSWER TO PARAGRAPH 176:** Endo International lacks knowledge or information
4 sufficient to form a belief as to the truth of the allegations in Paragraph 176 of the Complaint and
5 denies them on that basis.

6 **ANSWER TO PARAGRAPH 177:** Paragraph 177 of the Complaint purports to
7 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
8 characterization of it. Endo International lacks knowledge or information sufficient to form a
9 belief as to the truth of the remaining allegations in Paragraph 177 and denies them on that basis.

10 **ANSWER TO PARAGRAPH 178:** Endo International lacks knowledge or information
11 sufficient to form a belief as to the truth of the allegations in Paragraph 178 of the Complaint and
12 denies them on that basis.

13 **ANSWER TO PARAGRAPH 179:** Endo International admits that heroin and opium are
14 classified as illicit drugs. Except as expressly admitted, Endo International denies the allegations
15 in Paragraph 179 of the Complaint.

16 **ANSWER TO PARAGRAPH 180:** Endo International admits that certain opioid
17 medications have been regulated as controlled substances by the DEA, based on its knowledge of
18 its U.S. subsidiaries' businesses. Endo International lacks knowledge or information sufficient to
19 form a belief as to the truth of the remaining allegations in Paragraph 180 of the Complaint and
20 denies them on that basis.

21 **ANSWER TO PARAGRAPH 181:** Endo International denies the allegations in
22 Paragraph 181 of the Complaint to the extent they relate to Endo International. To the extent the
23 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
24 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
25 belief as to the truth of the remaining allegations in Paragraph 181 and denies them on that basis.

26 **ANSWER TO PARAGRAPH 182:** Paragraph 182 of the Complaint concerns a
27 defendant other than Endo International, so Endo International is not required to respond. To the
28 extent Endo International is required to respond, Endo International lacks knowledge or

1 information sufficient to form a belief as to the truth of the allegations in Paragraph 182 and
2 denies them on that basis.

3 **ANSWER TO PARAGRAPH 183:** Endo International lacks knowledge or information
4 sufficient to form a belief as to the truth of the allegations in Paragraph 183 of the Complaint and
5 denies them on that basis.

6 **ANSWER TO PARAGRAPH 184:** Endo International lacks knowledge or information
7 sufficient to form a belief as to the truth of the allegations in Paragraph 184 of the Complaint and
8 denies them on that basis.

9 **ANSWER TO PARAGRAPH 185:** Endo International denies the allegations in
10 Paragraph 185 of the Complaint to the extent they relate to Endo International. To the extent the
11 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
12 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
13 belief as to the truth of the remaining allegations in Paragraph 185 and denies them on that basis.

14 **ANSWER TO PARAGRAPH 186:** Endo International denies the allegations in
15 Paragraph 186 of the Complaint to the extent they relate to Endo International. To the extent the
16 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
17 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
18 belief as to the truth of the remaining allegations in Paragraph 186 and denies them on that basis.

19 **ANSWER TO PARAGRAPH 187:** Endo International admits that Opana ER, an opioid
20 product sold by Endo Pharmaceuticals Inc., was generally intended for administration at a
21 frequency of every 12 hours and that opioid medications are available in long and short acting
22 formulations, based on its knowledge of its U.S. subsidiaries' businesses. Except as expressly
23 admitted, Endo International denies the allegations in Paragraph 187 of the Complaint to the
24 extent they relate to Endo International. To the extent the allegations relate to its U.S.
25 subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and Par. Endo
26 International lacks knowledge or information sufficient to form a belief as to the truth of the
27 allegations in Paragraph 187 to the extent they relate to other defendants and denies them on that
28 basis.

1 **ANSWER TO PARAGRAPH 188:** Endo International admits that some patients can
2 develop a tolerance to and physical dependence on opioids and that respiratory depression has
3 been reported with the use of opioids, based on its knowledge of its U.S. subsidiaries' businesses.
4 Except as expressly admitted, Endo International denies the allegations in Paragraph 188 of the
5 Complaint.

6 **ANSWER TO PARAGRAPH 189:** Endo International admits that some patients can
7 experience withdrawal symptoms after abrupt discontinuation or a significant dosage reduction of
8 opioids and that symptoms of withdrawal can include anxiety, nausea, vomiting, insomnia, joint
9 pain and other symptoms, based on its knowledge of its U.S. subsidiaries' businesses. Except as
10 expressly admitted, Endo International denies the allegations in Paragraph 189 of the Complaint.

11 **ANSWER TO PARAGRAPH 190:** Endo International lacks knowledge or information
12 sufficient to form a belief as to the truth of the allegations in Paragraph 190 of the Complaint and
13 denies them on that basis.

14 **ANSWER TO PARAGRAPH 191:** Endo International denies the allegations in
15 Paragraph 191 of the Complaint and the headings preceding it to the extent they relate to Endo
16 International. To the extent the allegations in Paragraph 191 and the heading preceding it relate to
17 its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
18 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
19 of the remaining allegations in Paragraph 191 and the headings preceding it and denies them on
20 that basis.

21 **ANSWER TO PARAGRAPH 192:** Paragraph 192 of the Complaint concerns a
22 defendant other than Endo International, so Endo International is not required to respond. To the
23 extent Endo International is required to respond, Endo International lacks knowledge or
24 information sufficient to form a belief as to the truth of the allegations in Paragraph 192 and
25 denies them on that basis.

26 **ANSWER TO PARAGRAPH 193:** Endo International lacks knowledge or information
27 sufficient to form a belief as to the truth of the allegations in Paragraph 193 of the Complaint and
28 denies them on that basis.

1 **ANSWER TO PARAGRAPH 194:** Endo International lacks knowledge or information
2 sufficient to form a belief as to the truth of the allegations in Paragraph 194 of the Complaint and
3 denies them on that basis.

4 **ANSWER TO PARAGRAPH 195:** Endo International lacks knowledge or information
5 sufficient to form a belief as to the truth of the allegations in Paragraph 195 of the Complaint and
6 denies them on that basis.

7 **ANSWER TO PARAGRAPH 196:** Endo International denies the allegations in
8 Paragraph 196 of the Complaint to the extent they relate to Endo International. To the extent the
9 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
10 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
11 belief as to the truth of the remaining allegations in Paragraph 196 and denies them on that basis.

12 **ANSWER TO PARAGRAPH 197:** Paragraph 197 of the Complaint and the heading
13 preceding it concern a defendant other than Endo International, so Endo International is not
14 required to respond. To the extent Endo International is required to respond, Endo International
15 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
16 Paragraph 197 and the heading preceding it and denies them on that basis.

17 **ANSWER TO PARAGRAPH 198:** Paragraph 198 of the Complaint concerns a
18 defendant other than Endo International, so Endo International is not required to respond. To the
19 extent Endo International is required to respond, Endo International lacks knowledge or
20 information sufficient to form a belief as to the truth of the allegations in Paragraph 198 and
21 denies them on that basis.

22 **ANSWER TO PARAGRAPH 199:** Paragraph 199 of the Complaint concerns a
23 defendant other than Endo International, so Endo International is not required to respond. To the
24 extent Endo International is required to respond, Endo International lacks knowledge or
25 information sufficient to form a belief as to the truth of the allegations in Paragraph 199 and
26 denies them on that basis.

27 **ANSWER TO PARAGRAPH 200:** Paragraph 200 of the Complaint concerns a
28 defendant other than Endo International, so Endo International is not required to respond. To the

1 extent Endo International is required to respond, Endo International lacks knowledge or
2 information sufficient to form a belief as to the truth of the allegations in Paragraph 200 and
3 denies them on that basis.

4 **ANSWER TO PARAGRAPH 201:** Paragraph 201 of the Complaint concerns a
5 defendant other than Endo International, so Endo International is not required to respond. To the
6 extent Endo International is required to respond, Endo International lacks knowledge or
7 information sufficient to form a belief as to the truth of the allegations in Paragraph 201 and
8 denies them on that basis.

9 **ANSWER TO PARAGRAPH 202:** Paragraph 202 of the Complaint concerns a
10 defendant other than Endo International, so Endo International is not required to respond. To the
11 extent Endo International is required to respond, Endo International lacks knowledge or
12 information sufficient to form a belief as to the truth of the allegations in Paragraph 202 and
13 denies them on that basis.

14 **ANSWER TO PARAGRAPH 203:** Paragraph 203 of the Complaint concerns a
15 defendant other than Endo International, so Endo International is not required to respond. To the
16 extent Endo International is required to respond, Endo International lacks knowledge or
17 information sufficient to form a belief as to the truth of the allegations in Paragraph 203 and
18 denies them on that basis.

19 **ANSWER TO PARAGRAPH 204:** Paragraph 204 of the Complaint concerns a
20 defendant other than Endo International, so Endo International is not required to respond. To the
21 extent Endo International is required to respond, Endo International lacks knowledge or
22 information sufficient to form a belief as to the truth of the allegations in Paragraph 204 and
23 denies them on that basis.

24 **ANSWER TO PARAGRAPH 205:** Paragraph 205 of the Complaint concerns a
25 defendant other than Endo International, so Endo International is not required to respond. To the
26 extent Endo International is required to respond, Endo International lacks knowledge or
27 information sufficient to form a belief as to the truth of the allegations in Paragraph 205 and
28 denies them on that basis.

1 **ANSWER TO PARAGRAPH 206:** Paragraph 206 of the Complaint concerns a
2 defendant other than Endo International, so Endo International is not required to respond. To the
3 extent Endo International is required to respond, Endo International lacks knowledge or
4 information sufficient to form a belief as to the truth of the allegations in Paragraph 206 and
5 denies them on that basis.

6 **ANSWER TO PARAGRAPH 207:** Paragraph 207 of the Complaint concerns a
7 defendant other than Endo International, so Endo International is not required to respond. To the
8 extent Endo International is required to respond, Endo International lacks knowledge or
9 information sufficient to form a belief as to the truth of the allegations in Paragraph 207 and
10 denies them on that basis.

11 **ANSWER TO PARAGRAPH 208:** Paragraph 208 of the Complaint concerns a
12 defendant other than Endo International, so Endo International is not required to respond. To the
13 extent Endo International is required to respond, Endo International lacks knowledge or
14 information sufficient to form a belief as to the truth of the allegations in Paragraph 208 and
15 denies them on that basis.

16 **ANSWER TO PARAGRAPH 209:** Paragraph 209 of the Complaint concerns a
17 defendant other than Endo International, so Endo International is not required to respond. To the
18 extent Endo International is required to respond, Endo International lacks knowledge or
19 information sufficient to form a belief as to the truth of the allegations in Paragraph 209 and
20 denies them on that basis.

21 **ANSWER TO PARAGRAPH 210:** Endo International lacks knowledge or information
22 sufficient to form a belief as to the truth of the allegations in Paragraph 210 of the Complaint and
23 denies them on that basis.

24 **ANSWER TO PARAGRAPH 211:** Paragraph 211 of the Complaint concerns a
25 defendant other than Endo International, so Endo International is not required to respond. To the
26 extent Endo International is required to respond, Endo International lacks knowledge or
27 information sufficient to form a belief as to the truth of the allegations in Paragraph 211 and
28 denies them on that basis.

1 **ANSWER TO PARAGRAPH 212:** Paragraph 212 of the Complaint concerns a
2 defendant other than Endo International, so Endo International is not required to respond. To the
3 extent Endo International is required to respond, Endo International lacks knowledge or
4 information sufficient to form a belief as to the truth of the allegations in Paragraph 212 and
5 denies them on that basis.

6 **ANSWER TO PARAGRAPH 213:** Paragraph 213 of the Complaint concerns a
7 defendant other than Endo International, so Endo International is not required to respond. To the
8 extent Endo International is required to respond, Endo International lacks knowledge or
9 information sufficient to form a belief as to the truth of the allegations in Paragraph 213 and
10 denies them on that basis.

11 **ANSWER TO PARAGRAPH 214:** Endo International denies the allegations in
12 Paragraph 214 of the Complaint and the heading preceding it to the extent they relate to Endo
13 International. To the extent the allegations in Paragraph 214 and the heading preceding it relate to
14 its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
15 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
16 of the allegations in Paragraph 214 and the heading preceding it to the extent they relate to other
17 defendants and denies them on that basis.

18 **ANSWER TO PARAGRAPH 215:** Endo International denies the allegations in
19 Paragraph 215 of the Complaint to the extent they relate to Endo International. Further, Paragraph
20 215 purports to characterize a writing which speaks for itself, and Endo International denies
21 Plaintiff's characterization of it. To the extent the allegations relate to its U.S. subsidiaries, Endo
22 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
23 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
24 Paragraph 215 and denies them on that basis.

25 **ANSWER TO PARAGRAPH 216:** Endo International denies the allegations in
26 Paragraph 216 of the Complaint to the extent they relate to Endo International. To the extent the
27 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
28 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a

1 belief as to the truth of the allegations in Paragraph 216 to the extent they relate to other
2 defendants and denies them on that basis.

3 **ANSWER TO PARAGRAPH 217:** Endo International denies the allegations in
4 Paragraph 217 of the Complaint to the extent they relate to Endo International. Further, Paragraph
5 217 purports to characterize certain studies which speak for themselves, and Endo International
6 denies Plaintiff's characterization of them. To the extent the allegations relate to its U.S.
7 subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and Par.

8 **ANSWER TO PARAGRAPH 218:** Endo International admits that on June 8, 2017, the
9 FDA requested that reformulated Opana ER, an opioid product sold by Endo Pharmaceuticals Inc.,
10 be removed from the market. Endo International further admits that, on July 6, 2017, the
11 Company announced that it decided to voluntarily remove Opana ER from the market. Paragraph
12 218 of the Complaint purports to characterize a writing which speaks for itself, and Endo
13 International denies Plaintiff's characterization of it. Endo International denies the remaining
14 allegations in Paragraph 218.

15 **ANSWER TO PARAGRAPH 219:** Paragraph 219 of the Complaint concerns a
16 defendant other than Endo International, so Endo International is not required to respond. To the
17 extent Endo International is required to respond, Endo International lacks knowledge or
18 information sufficient to form a belief as to the truth of the allegations in Paragraph 219 and
19 denies them on that basis.

20 **ANSWER TO PARAGRAPH 220:** Paragraph 220 of the Complaint concerns a
21 defendant other than Endo International, so Endo International is not required to respond. To the
22 extent Endo International is required to respond, Endo International lacks knowledge or
23 information sufficient to form a belief as to the truth of the allegations in Paragraph 220 and
24 denies them on that basis.

25 **ANSWER TO PARAGRAPH 221:** Endo International denies the allegations in
26 Paragraph 221 of the Complaint to the extent they relate to Endo International. To the extent the
27 allegations relate to its U.S. subsidiaries, Endo refers Plaintiff to the Answers filed by Endo USA
28 and Par. Endo International lacks knowledge or information sufficient to form a belief as to the

1 truth of the allegations in Paragraph 221 to the extent they relate to other defendants and denies
2 them on that basis.

3 **ANSWER TO PARAGRAPH 222:** Endo International denies the allegations in
4 Paragraph 222 of the Complaint and the heading preceding it to the extent they relate to Endo
5 International. To the extent the allegations in Paragraph 222 and the heading preceding it relate to
6 its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
7 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
8 of the allegations in Paragraph 222 and the heading preceding it to the extent they relate to other
9 defendants and denies them on that basis.

10 **ANSWER TO PARAGRAPH 223:** The allegations in Paragraph 223 of the Complaint
11 contain legal conclusions or arguments that require no answer. To the extent an answer is
12 required, Endo International denies the allegations in Paragraph 223 to the extent they relate to
13 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
14 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
15 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 223
16 and denies them on that basis.

17 **ANSWER TO PARAGRAPH 224:** The allegations in Paragraph 224 of the Complaint
18 contain legal conclusions or arguments that require no answer. To the extent an answer is
19 required, Endo International admits, based on its knowledge of its U.S. subsidiaries' businesses,
20 that a pharmaceutical company should provide accurate labeling, marketing and promotional
21 materials for the FDA-approved medications that it sells and that controlled substances should be
22 distributed and dispensed in accordance with applicable federal and state laws. Endo International
23 denies Plaintiff's characterization of what the law requires and denies the remaining allegations in
24 Paragraph 224 to the extent they relate to Endo International. To the extent the allegations relate
25 to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
26 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
27 of the remaining allegations in Paragraph 224 and denies them on that basis.

1 **ANSWER TO PARAGRAPH 225:** Endo International denies the allegations in
2 Paragraph 225 of the Complaint and the heading preceding it to the extent they relate to Endo
3 International. To the extent the allegations in Paragraph 225 and the heading preceding it relate to
4 its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
5 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
6 of the allegations in Paragraph 225 and the heading preceding it to the extent they relate to other
7 defendants and denies them on that basis.

8 **ANSWER TO PARAGRAPH 226:** The allegations in Paragraph 226 of the Complaint
9 contain legal conclusions or arguments that require no answer. To the extent an answer is
10 required, Endo International denies the allegations in Paragraph 226 to the extent they relate to
11 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
12 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
13 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 226
14 and denies them on that basis.

15 **ANSWER TO PARAGRAPH 227:** Endo International denies the allegations in
16 Paragraph 227 of the Complaint to the extent they relate to Endo International. To the extent the
17 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
18 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
19 belief as to the truth of the allegations in Paragraph 227 to the extent they relate to other
20 defendants and denies them on that basis.

21 **ANSWER TO PARAGRAPH 228:** Endo International denies the allegations in
22 Paragraph 228 of the Complaint, the heading preceding it, and the subparts thereto to the extent
23 they relate to Endo International. To the extent the allegations in Paragraph 228, the heading
24 preceding it, and the subparts thereto relate to its U.S. subsidiaries, Endo International refers
25 Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph 228, the
27 heading preceding it, and the subparts thereto to the extent they relate to other defendants and
28 denies them on that basis.

1 **ANSWER TO PARAGRAPH 229:** Endo International denies the allegations in
2 Paragraph 229 of the Complaint to the extent they relate to Endo International. To the extent the
3 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
4 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
5 belief as to the truth of the remaining allegations in Paragraph 229 and denies them on that basis.

6 **ANSWER TO PARAGRAPH 230:** The first, fourth, and fifth sentences of Paragraph
7 230 of the Complaint purport to describe Plaintiff's organization and require no response. To the
8 extent a response is required, Endo International denies the allegations in Paragraph 230 to the
9 extent they relate to Endo International. To the extent the allegations relate to its U.S.
10 subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and Par. Endo
11 International lacks knowledge or information sufficient to form a belief as to the truth of the
12 remaining allegations in Paragraph 230 and denies them on that basis.

13 **ANSWER TO PARAGRAPH 231:** Endo International denies the allegations in
14 Paragraph 231 of the Complaint and the heading preceding it to the extent they relate to Endo
15 International. To the extent the allegations in Paragraph 231 and the heading preceding it relate to
16 its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
17 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
18 of the allegations in Paragraph 231 to the extent they relate to other defendants and the heading
19 preceding it and denies them on that basis.

20 **ANSWER TO PARAGRAPH 232:** Endo International denies the allegations in
21 Paragraph 232 of the Complaint to the extent they relate to Endo International. To the extent the
22 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
23 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
24 belief as to the truth of the allegations in Paragraph 232 to the extent they relate to other
25 defendants and denies them on that basis.

26 **ANSWER TO PARAGRAPH 233:** Paragraph 233 of the Complaint purports to
27 characterize writings which speak for themselves, and Endo International denies Plaintiff's
28 characterization of them. Endo International denies the remaining allegations in Paragraph 233.

1 **ANSWER TO PARAGRAPH 234:** Endo International denies the allegations in
2 Paragraph 234 of the Complaint to the extent they relate to Endo International. To the extent the
3 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
4 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
5 belief as to the truth of the allegations in Paragraph 234 and the heading preceding it to the extent
6 they relate to other defendants and denies them on that basis.

7 **ANSWER TO PARAGRAPH 235:** Paragraph 235 of the Complaint purports to
8 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
9 characterization of it.

10 **ANSWER TO PARAGRAPH 236:** Paragraph 236 of the Complaint purports to
11 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
12 characterization of it. Endo International lacks knowledge or information sufficient to form a
13 belief as to the truth of the remaining allegations in Paragraph 236 and denies them on that basis.

14 **ANSWER TO PARAGRAPH 237:** Paragraph 237 of the Complaint purports to
15 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
16 characterization of it. Endo International denies the remaining allegations in Paragraph 237 to the
17 extent they relate to Endo International. To the extent the allegations relate to its U.S.
18 subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and Par. Endo
19 International lacks knowledge or information sufficient to form a belief as to the truth of the
20 remaining allegations in Paragraph 237 and denies them on that basis.

21 **ANSWER TO PARAGRAPH 238:** Paragraph 238 of the Complaint concerns a
22 defendant other than Endo International, so Endo International is not required to respond. To the
23 extent Endo International is required to respond, Endo International lacks knowledge or
24 information sufficient to form a belief as to the truth of the allegations in Paragraph 238 and
25 denies them on that basis.

26 **ANSWER TO PARAGRAPH 239:** Paragraph 239 of the Complaint purports to
27 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
28 characterization of it. Endo International denies the remaining allegations in Paragraph 239 to the

1 extent they relate to Endo International. To the extent the allegations relate to its U.S.
2 subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and Par. Endo
3 International lacks knowledge or information sufficient to form a belief as to the truth of the
4 remaining allegations in Paragraph 239 and denies them on that basis.

5 **ANSWER TO PARAGRAPH 240:** Paragraph 240 of the Complaint purports to
6 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
7 characterization of it.

8 **ANSWER TO PARAGRAPH 241:** Paragraph 241 of the Complaint concerns a
9 defendant other than Endo International, so Endo International is not required to respond. To the
10 extent Endo International is required to respond, Endo International lacks knowledge or
11 information sufficient to form a belief as to the truth of the allegations in Paragraph 241 and
12 denies them on that basis.

13 **ANSWER TO PARAGRAPH 242:** Paragraph 242 of the Complaint concerns a
14 defendant other than Endo International, so Endo International is not required to respond. To the
15 extent Endo International is required to respond, Endo International lacks knowledge or
16 information sufficient to form a belief as to the truth of the allegations in Paragraph 242 and
17 denies them on that basis.

18 **ANSWER TO PARAGRAPH 243:** Paragraph 243 of the Complaint concerns a
19 defendant other than Endo International, so Endo International is not required to respond. To the
20 extent Endo International is required to respond, Endo International lacks knowledge or
21 information sufficient to form a belief as to the truth of the allegations in Paragraph 243 and
22 denies them on that basis.

23 **ANSWER TO PARAGRAPH 244:** Paragraph 244 of the Complaint concerns a
24 defendant other than Endo International, so Endo International is not required to respond. To the
25 extent Endo International is required to respond, Endo International lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph 244 and
27 denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 245:** Paragraph 245 of the Complaint concerns a
2 defendant other than Endo International, so Endo International is not required to respond. To the
3 extent Endo International is required to respond, Endo International lacks knowledge or
4 information sufficient to form a belief as to the truth of the allegations in Paragraph 245 and
5 denies them on that basis.

6 **ANSWER TO PARAGRAPH 246:** Paragraph 246 of the Complaint concerns a
7 defendant other than Endo International, so Endo International is not required to respond. To the
8 extent Endo International is required to respond, Endo International lacks knowledge or
9 information sufficient to form a belief as to the truth of the allegations in Paragraph 246 and
10 denies them on that basis.

11 **ANSWER TO PARAGRAPH 247:** Paragraph 247 of the Complaint concerns a
12 defendant other than Endo International, so Endo International is not required to respond. To the
13 extent Endo International is required to respond, Endo International lacks knowledge or
14 information sufficient to form a belief as to the truth of the allegations in Paragraph 247 and
15 denies them on that basis.

16 **ANSWER TO PARAGRAPH 248:** Paragraph 248 of the Complaint concerns a
17 defendant other than Endo International, so Endo International is not required to respond. To the
18 extent Endo International is required to respond, Endo International lacks knowledge or
19 information sufficient to form a belief as to the truth of the allegations in Paragraph 248 and
20 denies them on that basis.

21 **ANSWER TO PARAGRAPH 249:** Paragraph 249 of the Complaint concerns a
22 defendant other than Endo International, so Endo International is not required to respond. To the
23 extent Endo International is required to respond, Endo International lacks knowledge or
24 information sufficient to form a belief as to the truth of the allegations in Paragraph 249 and
25 denies them on that basis.

26 **ANSWER TO PARAGRAPH 250:** Paragraph 250 of the Complaint concerns a
27 defendant other than Endo International, so Endo International is not required to respond. To the
28 extent Endo International is required to respond, Endo International lacks knowledge or

1 information sufficient to form a belief as to the truth of the allegations in Paragraph 250 and
2 denies them on that basis.

3 **ANSWER TO PARAGRAPH 251:** Paragraph 251 of the Complaint concerns a
4 defendant other than Endo International, so Endo International is not required to respond. To the
5 extent Endo International is required to respond, Endo International lacks knowledge or
6 information sufficient to form a belief as to the truth of the allegations in Paragraph 251 and
7 denies them on that basis.

8 **ANSWER TO PARAGRAPH 252:** Paragraph 252 of the Complaint concerns a
9 defendant other than Endo International, so Endo International is not required to respond. To the
10 extent Endo International is required to respond, Endo International lacks knowledge or
11 information sufficient to form a belief as to the truth of the allegations in Paragraph 252 and
12 denies them on that basis.

13 **ANSWER TO PARAGRAPH 253:** Paragraph 253 of the Complaint concerns a
14 defendant other than Endo International, so Endo International is not required to respond. To the
15 extent Endo International is required to respond, Endo International lacks knowledge or
16 information sufficient to form a belief as to the truth of the allegations in Paragraph 253 and
17 denies them on that basis.

18 **ANSWER TO PARAGRAPH 254:** Endo International denies the allegations in
19 Paragraph 254 of the Complaint and the heading preceding it to the extent they relate to Endo
20 International. To the extent the allegations in Paragraph 254 and the heading preceding it relate to
21 its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
22 Par.

23 **ANSWER TO PARAGRAPH 255:** Paragraph 255 of the Complaint purports to
24 characterize a website which speaks for itself, and Endo International denies Plaintiff's
25 characterization of it.

26 **ANSWER TO PARAGRAPH 256:** Paragraph 256 of the Complaint purports to
27 characterize writings which speak for themselves, and Endo International denies Plaintiff's
28 characterization of them. Endo International denies the remaining allegations in Paragraph 256 to

1 the extent they relate to Endo International. To the extent the allegations relate to its U.S.
2 subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and Par.

3 **ANSWER TO PARAGRAPH 257:** Paragraph 257 of the Complaint purports to
4 characterize a website which speaks for itself, and Endo International denies Plaintiff's
5 characterization of it. Endo International denies the allegations in Paragraph 257 and the footnote
6 thereto to the extent they relate to Endo International. To the extent the allegations relate to its
7 U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and Par.
8 Endo International lacks knowledge or information sufficient to form a belief as to the truth of the
9 remaining allegations in Paragraph 257 and the footnote thereto and denies them on that basis.

10 **ANSWER TO PARAGRAPH 258:** Paragraph 258 of the Complaint purports to
11 characterize a website which speaks for itself, and Endo International denies Plaintiff's
12 characterization of it. Endo International denies the remaining allegations in Paragraph 258 to the
13 extent they relate to Endo International. To the extent the allegations relate to its U.S.
14 subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and Par.

15 **ANSWER TO PARAGRAPH 259:** Paragraph 259 of the Complaint purports to
16 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
17 characterization of it. Endo International denies the allegations in Paragraph 259 to the extent
18 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
19 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
20 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
21 Paragraph 259 and denies them on that basis.

22 **ANSWER TO PARAGRAPH 260:** Paragraph 260 of the Complaint purports to
23 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
24 characterization of it. Endo International denies the allegations in Paragraph 260 to the extent
25 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
26 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
27 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
28 Paragraph 260 and denies them on that basis.

1 **ANSWER TO PARAGRAPH 261:** Paragraph 261 of the Complaint purports to
2 characterize a writing and website which speak for themselves, and Endo International denies
3 Plaintiff's characterization of them. Endo International denies the allegations in Paragraph 261 to
4 the extent they relate to Endo International. To the extent the allegations relate to its U.S.
5 subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and Par. Endo
6 International lacks knowledge or information sufficient to form a belief as to the truth of the
7 remaining allegations in Paragraph 261 and denies them on that basis.

8 **ANSWER TO PARAGRAPH 262:** Paragraph 262 of the Complaint purports to
9 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
10 characterization of it. Endo International denies the remaining allegations in Paragraph 262 to the
11 extent they relate to Endo International. To the extent the allegations relate to its U.S.
12 subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and Par.

13 **ANSWER TO PARAGRAPH 263:** Paragraph 263 of the Complaint and the heading
14 preceding it concern a defendant other than Endo International, so Endo International is not
15 required to respond. To the extent Endo International is required to respond, Endo International
16 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
17 Paragraph 263 and the heading preceding it and denies them on that basis.

18 **ANSWER TO PARAGRAPH 264:** Paragraph 264 of the Complaint concerns a
19 defendant other than Endo International, so Endo International is not required to respond. To the
20 extent Endo International is required to respond, Endo International lacks knowledge or
21 information sufficient to form a belief as to the truth of the allegations in Paragraph 264 and
22 denies them on that basis.

23 **ANSWER TO PARAGRAPH 265:** Paragraph 265 of the Complaint concerns a
24 defendant other than Endo International, so Endo International is not required to respond. To the
25 extent Endo International is required to respond, Endo International lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph 265 and
27 denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 266:** Paragraph 266 of the Complaint concerns a
2 defendant other than Endo International, so Endo International is not required to respond. To the
3 extent Endo International is required to respond, Endo International lacks knowledge or
4 information sufficient to form a belief as to the truth of the allegations in Paragraph 266 and
5 denies them on that basis.

6 **ANSWER TO PARAGRAPH 267:** Paragraph 267 of the Complaint concerns a
7 defendant other than Endo International, so Endo International is not required to respond. To the
8 extent Endo International is required to respond, Endo International lacks knowledge or
9 information sufficient to form a belief as to the truth of the allegations in Paragraph 267 and
10 denies them on that basis.

11 **ANSWER TO PARAGRAPH 268:** Paragraph 268 of the Complaint concerns a
12 defendant other than Endo International, so Endo International is not required to respond. To the
13 extent Endo International is required to respond, Endo International lacks knowledge or
14 information sufficient to form a belief as to the truth of the allegations in Paragraph 268 and
15 denies them on that basis.

16 **ANSWER TO PARAGRAPH 269:** Paragraph 269 of the Complaint concerns a
17 defendant other than Endo International, so Endo International is not required to respond. To the
18 extent Endo International is required to respond, Endo International lacks knowledge or
19 information sufficient to form a belief as to the truth of the allegations in Paragraph 269 and
20 denies them on that basis.

21 **ANSWER TO PARAGRAPH 270:** Paragraph 270 of the Complaint concerns a
22 defendant other than Endo International, so Endo International is not required to respond. To the
23 extent Endo International is required to respond, Endo International lacks knowledge or
24 information sufficient to form a belief as to the truth of the allegations in Paragraph 270 and
25 denies them on that basis.

26 **ANSWER TO PARAGRAPH 271:** Paragraph 271 of the Complaint concerns a
27 defendant other than Endo International, so Endo International is not required to respond. To the
28 extent Endo International is required to respond, Endo International lacks knowledge or

1 information sufficient to form a belief as to the truth of the allegations in Paragraph 271 and
2 denies them on that basis.

3 **ANSWER TO PARAGRAPH 272:** Paragraph 272 of the Complaint and the heading
4 preceding it concern a defendant other than Endo International, so Endo International is not
5 required to respond. To the extent Endo International is required to respond, Endo International
6 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
7 Paragraph 272 and the heading preceding it and denies them on that basis.

8 **ANSWER TO PARAGRAPH 273:** Paragraph 273 of the Complaint concerns a
9 defendant other than Endo International, so Endo International is not required to respond. To the
10 extent Endo International is required to respond, Endo International lacks knowledge or
11 information sufficient to form a belief as to the truth of the allegations in Paragraph 273 and
12 denies them on that basis.

13 **ANSWER TO PARAGRAPH 274:** Paragraph 274 of the Complaint concerns a
14 defendant other than Endo International, so Endo International is not required to respond. To the
15 extent Endo International is required to respond, Endo International lacks knowledge or
16 information sufficient to form a belief as to the truth of the allegations in Paragraph 274 and
17 denies them on that basis.

18 **ANSWER TO PARAGRAPH 275:** Paragraph 275 of the Complaint and the heading
19 preceding it concern a defendant other than Endo International, so Endo International is not
20 required to respond. To the extent Endo International is required to respond, Endo International
21 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
22 Paragraph 275 and the heading preceding it and denies them on that basis.

23 **ANSWER TO PARAGRAPH 276:** Paragraph 276 of the Complaint concerns a
24 defendant other than Endo International, so Endo International is not required to respond. To the
25 extent Endo International is required to respond, Endo International lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph 276 and
27 denies them on that basis.

28

1 **ANSWER TO PARAGRAPH 277:** Paragraph 277 of the Complaint concerns a
2 defendant other than Endo International, so Endo International is not required to respond. To the
3 extent Endo International is required to respond, Endo International lacks knowledge or
4 information sufficient to form a belief as to the truth of the allegations in Paragraph 277 and
5 denies them on that basis.

6 **ANSWER TO PARAGRAPH 278:** Paragraph 278 of the Complaint concerns a
7 defendant other than Endo International, so Endo International is not required to respond. To the
8 extent Endo International is required to respond, Endo International lacks knowledge or
9 information sufficient to form a belief as to the truth of the allegations in Paragraph 278 and
10 denies them on that basis.

11 **ANSWER TO PARAGRAPH 279:** Paragraph 279 of the Complaint and the heading
12 preceding it concern a defendant other than Endo International, so Endo International is not
13 required to respond. To the extent Endo International is required to respond, Endo International
14 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
15 Paragraph 279 and the heading preceding it and denies them on that basis.

16 **ANSWER TO PARAGRAPH 280:** Paragraph 280 of the Complaint concerns a
17 defendant other than Endo International, so Endo International is not required to respond. To the
18 extent Endo International is required to respond, Endo International lacks knowledge or
19 information sufficient to form a belief as to the truth of the allegations in Paragraph 280 and
20 denies them on that basis.

21 **ANSWER TO PARAGRAPH 281:** Paragraph 281 of the Complaint concerns a
22 defendant other than Endo International, so Endo International is not required to respond. To the
23 extent Endo International is required to respond, Endo International lacks knowledge or
24 information sufficient to form a belief as to the truth of the allegations in Paragraph 281 and
25 denies them on that basis.

26 **ANSWER TO PARAGRAPH 282:** Paragraph 282 of the Complaint concerns a
27 defendant other than Endo International, so Endo International is not required to respond. To the
28 extent Endo International is required to respond, Endo International lacks knowledge or

1 information sufficient to form a belief as to the truth of the allegations in Paragraph 282 and
2 denies them on that basis.

3 **ANSWER TO PARAGRAPH 283:** Endo International denies the allegations in
4 Paragraph 283 of the Complaint to the extent they relate to Endo International. To the extent the
5 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
6 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
7 belief as to the truth of the remaining allegations in Paragraph 283 and denies them on that basis.

8 **ANSWER TO PARAGRAPH 284:** Endo International denies the allegations in
9 Paragraph 284 of the Complaint and the heading preceding it to the extent they relate to Endo
10 International. To the extent the allegations in Paragraph 284 and the heading preceding it relate to
11 its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
12 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
13 of the allegations in Paragraph 284 and the heading preceding it to the extent they relate to other
14 defendants and denies them on that basis.

15 **ANSWER TO PARAGRAPH 285:** Paragraph 285 of the Complaint concerns a
16 defendant other than Endo International, so Endo International is not required to respond. To the
17 extent Endo International is required to respond, Endo International lacks knowledge or
18 information sufficient to form a belief as to the truth of the allegations in Paragraph 285 and
19 denies them on that basis.

20 **ANSWER TO PARAGRAPH 286:** Paragraph 286 of the Complaint concerns a
21 defendant other than Endo International, so Endo International is not required to respond. To the
22 extent Endo International is required to respond, Endo International lacks knowledge or
23 information sufficient to form a belief as to the truth of the allegations in Paragraph 286 and
24 denies them on that basis.

25 **ANSWER TO PARAGRAPH 287:** Paragraph 287 of the Complaint concerns a
26 defendant other than Endo International, so Endo International is not required to respond. To the
27 extent Endo International is required to respond, Endo International lacks knowledge or
28

1 information sufficient to form a belief as to the truth of the allegations in Paragraph 287 and
2 denies them on that basis.

3 **ANSWER TO PARAGRAPH 288:** Paragraph 288 of the Complaint concerns a
4 defendant other than Endo International, so Endo International is not required to respond. To the
5 extent Endo International is required to respond, Endo International lacks knowledge or
6 information sufficient to form a belief as to the truth of the allegations in Paragraph 288 and
7 denies them on that basis.

8 **ANSWER TO PARAGRAPH 289:** Paragraph 289 of the Complaint concerns a
9 defendant other than Endo International, so Endo International is not required to respond. To the
10 extent Endo International is required to respond, Endo International lacks knowledge or
11 information sufficient to form a belief as to the truth of the allegations in Paragraph 289 and
12 denies them on that basis.

13 **ANSWER TO PARAGRAPH 290:** Paragraph 290 of the Complaint purports to
14 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
15 characterization of it. Endo International denies the allegations in Paragraph 290 to the extent
16 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
17 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
18 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
19 Paragraph 290 and denies them on that basis.

20 **ANSWER TO PARAGRAPH 291:** Endo International denies the allegations in
21 Paragraph 291 of the Complaint to the extent they relate to Endo International. To the extent the
22 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
23 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
24 belief as to the truth of the allegations in Paragraph 291 to the extent they relate to other
25 defendants and denies them on that basis.

26 **ANSWER TO PARAGRAPH 292:** Paragraph 292 of the Complaint purports to
27 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
28 characterization of it. Endo International denies the allegations in Paragraph 292 and the heading

1 preceding it to the extent they relate to Endo International. To the extent the allegations in
2 Paragraph 292 and the heading preceding it relate to its U.S. subsidiaries, Endo International
3 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
4 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 292
5 and the heading preceding it and denies them on that basis.

6 **ANSWER TO PARAGRAPH 293:** Endo International denies the allegations in
7 Paragraph 293 of the Complaint to the extent they relate to Endo International. To the extent the
8 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
9 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
10 belief as to the truth of the allegations in Paragraph 293 to the extent they relate to other
11 defendants and denies them on that basis.

12 **ANSWER TO PARAGRAPH 294:** Paragraph 294 of the Complaint purports to
13 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
14 characterization of it. Endo International denies the allegations in Paragraph 294 to the extent
15 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
16 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
17 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
18 Paragraph 294 and denies them on that basis.

19 **ANSWER TO PARAGRAPH 295:** Paragraph 295 of the Complaint concerns a
20 defendant other than Endo International, so Endo International is not required to respond. To the
21 extent Endo International is required to respond, Endo International lacks knowledge or
22 information sufficient to form a belief as to the truth of the allegations in Paragraph 295 and
23 denies them on that basis.

24 **ANSWER TO PARAGRAPH 296:** Paragraph 296 of the Complaint concerns a
25 defendant other than Endo International, so Endo International is not required to respond. To the
26 extent Endo International is required to respond, Endo International lacks knowledge or
27 information sufficient to form a belief as to the truth of the allegations in Paragraph 296 and
28 denies them on that basis.

1 **ANSWER TO PARAGRAPH 297:** Paragraph 297 of the Complaint purports to
2 characterize writings which speak for themselves, and Endo International denies Plaintiff's
3 characterization of them. Endo International denies the remaining allegations in Paragraph 297 to
4 the extent they relate to Endo International. To the extent the allegations relate to its U.S.
5 subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and Par.

6 **ANSWER TO PARAGRAPH 298:** Paragraph 298 of the Complaint purports to
7 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
8 characterization of it. Endo International denies the allegations in Paragraph 298 to the extent
9 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
10 International refers Plaintiff to the Answers filed by Endo USA and Par.

11 **ANSWER TO PARAGRAPH 299:** Paragraph 299 of the Complaint purports to
12 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
13 characterization of it. Endo International denies the allegations in Paragraph 299 to the extent
14 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
15 International admits, based on its knowledge of its U.S. subsidiaries' businesses, that in March
16 2016, Endo USA executed an Assurance of Discontinuance ("AOD") with the New York Attorney
17 General, and refers Plaintiff to the Answers filed by Endo USA and Par.

18 **ANSWER TO PARAGRAPH 300:** Paragraph 300 of the Complaint concerns a
19 defendant other than Endo International, so Endo International is not required to respond. To the
20 extent Endo International is required to respond, Endo International lacks knowledge or
21 information sufficient to form a belief as to the truth of the allegations in Paragraph 300 and
22 denies them on that basis.

23 **ANSWER TO PARAGRAPH 301:** Paragraph 301 of the Complaint concerns a
24 defendant other than Endo International, so Endo International is not required to respond. To the
25 extent Endo International is required to respond, Endo International lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph 301 and
27 denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 302:** Paragraph 302 of the Complaint purports to
2 characterize writings which speak for themselves, and Endo International denies Plaintiff's
3 characterization of them.

4 **ANSWER TO PARAGRAPH 303:** Endo International denies the allegations in
5 Paragraph 303 of the Complaint and the heading preceding it to the extent they relate to Endo
6 International. To the extent the allegations in Paragraph 303 and the heading preceding it relate to
7 its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
8 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
9 of the allegations in Paragraph 303 and the heading preceding it to the extent they relate to other
10 defendants and denies them on that basis.

11 **ANSWER TO PARAGRAPH 304:** Endo International admits that some patients can
12 experience withdrawal symptoms after an abrupt discontinuation of opioids and that signs and
13 symptoms of withdrawal may include, but are not limited to, anxiety and nausea, based on its
14 knowledge of its U.S. subsidiaries' businesses. Except as expressly admitted, Endo International
15 denies the allegations in Paragraph 304 of the Complaint to the extent they relate to Endo
16 International. Moreover, Paragraph 304 purports to characterize a writing which speaks for itself,
17 and Endo International denies Plaintiff's characterization of it. To the extent the allegations relate
18 to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
19 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
20 of the remaining allegations in Paragraph 304 and denies them on that basis.

21 **ANSWER TO PARAGRAPH 305:** Paragraph 305 of the Complaint concerns a
22 defendant other than Endo International, so Endo International is not required to respond. To the
23 extent Endo International is required to respond, Endo International lacks knowledge or
24 information sufficient to form a belief as to the truth of the allegations in Paragraph 305 and
25 denies them on that basis.

26 **ANSWER TO PARAGRAPH 306:** Endo International denies the allegations in
27 Paragraph 306 of the Complaint to the extent they relate to Endo International. To the extent the
28 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed

1 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
2 belief as to the truth of the allegations in Paragraph 306 to the extent they relate to other
3 defendants and denies them on that basis.

4 **ANSWER TO PARAGRAPH 307:** Endo International denies the allegations in
5 Paragraph 307 of the Complaint and the heading preceding it to the extent they relate to Endo
6 International. To the extent the allegations in Paragraph 307 and the heading preceding it relate to
7 its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
8 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
9 of the allegations in Paragraph 307 and the heading preceding it to the extent they relate to other
10 defendants and denies them on that basis.

11 **ANSWER TO PARAGRAPH 308:** Endo International admits that some patients can
12 develop a tolerance to opioids, based on its knowledge of its U.S. subsidiaries' businesses. Except
13 as expressly admitted, Endo International denies the allegations in Paragraph 308 of the Complaint
14 to the extent they relate to Endo International. To the extent the allegations relate to its U.S.
15 subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and Par. Endo
16 International lacks knowledge or information sufficient to form a belief as to the truth of the
17 remaining allegations in Paragraph 308 and denies them on that basis.

18 **ANSWER TO PARAGRAPH 309:** Paragraph 309 of the Complaint concerns a
19 defendant other than Endo International, so Endo International is not required to respond. To the
20 extent Endo International is required to respond, Endo International lacks knowledge or
21 information sufficient to form a belief as to the truth of the allegations in Paragraph 309 and
22 denies them on that basis.

23 **ANSWER TO PARAGRAPH 310:** Endo International denies the allegations in the first
24 sentence of Paragraph 310 of the Complaint to the extent they relate to Endo International. To the
25 extent the allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the
26 Answers filed by Endo USA and Par. Endo International lacks knowledge or information
27 sufficient to form a belief as to the truth of the allegations in Paragraph 310 to the extent they
28 relate to other defendants and denies them on that basis.

1 **ANSWER TO PARAGRAPH 311:** Endo International denies the allegations in
2 Paragraph 311 of the Complaint to the extent they relate to Endo International. To the extent the
3 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
4 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
5 belief as to the truth of the remaining allegations in Paragraph 311 and denies them on that basis.

6 **ANSWER TO PARAGRAPH 312:** Paragraph 312 of the Complaint concerns a
7 defendant other than Endo International, so Endo International is not required to respond. To the
8 extent Endo International is required to respond, Endo International lacks knowledge or
9 information sufficient to form a belief as to the truth of the allegations in Paragraph 312 and
10 denies them on that basis.

11 **ANSWER TO PARAGRAPH 313:** Paragraph 313 of the Complaint purports to
12 characterize a website which speaks for itself, and Endo International denies Plaintiff's
13 characterization of it. Endo International denies the remaining allegations in Paragraph 313 to the
14 extent they relate to Endo International. To the extent the allegations relate to its U.S.
15 subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and Par.

16 **ANSWER TO PARAGRAPH 314:** Paragraph 314 of the Complaint purports to
17 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
18 characterization of it. Endo International denies the allegations in Paragraph 314 to the extent
19 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
20 International refers Plaintiff to the Answers filed by Endo USA and Par.

21 **ANSWER TO PARAGRAPH 315:** Paragraph 315 of the Complaint concerns a
22 defendant other than Endo International, so Endo International is not required to respond. To the
23 extent Endo International is required to respond, Endo International lacks knowledge or
24 information sufficient to form a belief as to the truth of the allegations in Paragraph 315 and
25 denies them on that basis.

26 **ANSWER TO PARAGRAPH 316:** Paragraph 316 of the Complaint concerns a
27 defendant other than Endo International, so Endo International is not required to respond. To the
28 extent Endo International is required to respond, Endo International lacks knowledge or

1 information sufficient to form a belief as to the truth of the allegations in Paragraph 316 and
2 denies them on that basis.

3 **ANSWER TO PARAGRAPH 317:** Paragraph 317 of the Complaint concerns a
4 defendant other than Endo International, so Endo International is not required to respond. To the
5 extent Endo International is required to respond, Endo International lacks knowledge or
6 information sufficient to form a belief as to the truth of the allegations in Paragraph 317 and
7 denies them on that basis.

8 **ANSWER TO PARAGRAPH 318:** Paragraph 318 of the Complaint purports to
9 characterize writings which speak for themselves, and Endo International denies Plaintiff's
10 characterization of them. Endo International denies the allegations in Paragraph 318 to the extent
11 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
12 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
13 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
14 Paragraph 318 and denies them on that basis.

15 **ANSWER TO PARAGRAPH 319:** Endo International denies the allegations in
16 Paragraph 319 of the Complaint and the heading preceding it to the extent they relate to Endo
17 International. To the extent the allegations in Paragraph 319 and the heading preceding it relate to
18 its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
19 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
20 of the allegations in Paragraph 319 and the heading preceding it to the extent they relate to other
21 defendants and denies them on that basis.

22 **ANSWER TO PARAGRAPH 320:** Paragraph 320 of the Complaint concerns a
23 defendant other than Endo International, so Endo International is not required to respond. To the
24 extent Endo International is required to respond, Endo International lacks knowledge or
25 information sufficient to form a belief as to the truth of the allegations in Paragraph 320 and
26 denies them on that basis.

27 **ANSWER TO PARAGRAPH 321:** Paragraph 321 of the Complaint concerns a
28 defendant other than Endo International, so Endo International is not required to respond. To the

1 extent Endo International is required to respond, Endo International lacks knowledge or
2 information sufficient to form a belief as to the truth of the allegations in Paragraph 321 and
3 denies them on that basis.

4 **ANSWER TO PARAGRAPH 322:** Paragraph 322 of the Complaint concerns a
5 defendant other than Endo International, so Endo International is not required to respond. To the
6 extent Endo International is required to respond, Endo International lacks knowledge or
7 information sufficient to form a belief as to the truth of the allegations in Paragraph 322 and
8 denies them on that basis.

9 **ANSWER TO PARAGRAPH 323:** Paragraph 323 of the Complaint concerns a
10 defendant other than Endo International, so Endo International is not required to respond. To the
11 extent Endo International is required to respond, Endo International lacks knowledge or
12 information sufficient to form a belief as to the truth of the allegations in Paragraph 323 and
13 denies them on that basis.

14 **ANSWER TO PARAGRAPH 324:** Paragraph 324 of the Complaint concerns a
15 defendant other than Endo International, so Endo International is not required to respond. To the
16 extent Endo International is required to respond, Endo International lacks knowledge or
17 information sufficient to form a belief as to the truth of the allegations in Paragraph 324 and
18 denies them on that basis.

19 **ANSWER TO PARAGRAPH 325:** Paragraph 325 of the Complaint purports to
20 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
21 characterization of it. Endo International denies the allegations in Paragraph 325 to the extent
22 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
23 International refers Plaintiff to the Answers filed by Endo USA and Par.

24 **ANSWER TO PARAGRAPH 326:** Paragraph 326 of the Complaint purports to
25 characterize writings which speak for themselves, and Endo International denies Plaintiff's
26 characterization of them. Endo International denies the allegations in Paragraph 326 to the extent
27 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
28 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks

1 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
2 Paragraph 326 and denies them on that basis.

3 **ANSWER TO PARAGRAPH 327:** Paragraph 327 of the Complaint concerns a
4 defendant other than Endo International, so Endo International is not required to respond. To the
5 extent Endo International is required to respond, Endo International lacks knowledge or
6 information sufficient to form a belief as to the truth of the allegations in Paragraph 327 and
7 denies them on that basis.

8 **ANSWER TO PARAGRAPH 328:** Paragraph 328 of the Complaint concerns a
9 defendant other than Endo International, so Endo International is not required to respond. To the
10 extent Endo International is required to respond, Endo International lacks knowledge or
11 information sufficient to form a belief as to the truth of the allegations in Paragraph 328 and
12 denies them on that basis.

13 **ANSWER TO PARAGRAPH 329:** Paragraph 329 of the Complaint purports to
14 characterize a website which speaks for itself, and Endo International denies Plaintiff's
15 characterization of it. Endo International denies the allegations in Paragraph 329 to the extent
16 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
17 International refers Plaintiff to the Answers filed by Endo USA and Par.

18 **ANSWER TO PARAGRAPH 330:** Paragraph 330 of the Complaint purports to
19 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
20 characterization of it. Endo International denies the allegations in Paragraph 330 to the extent
21 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
22 International refers Plaintiff to the Answers filed by Endo USA and Par.

23 **ANSWER TO PARAGRAPH 331:** Paragraph 331 of the Complaint concerns a
24 defendant other than Endo International, so Endo International is not required to respond. To the
25 extent Endo International is required to respond, Endo International lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph 331 and
27 denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 332:** Endo International denies the allegations in
2 Paragraph 332 of the Complaint to the extent they relate to Endo International. To the extent the
3 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
4 by Endo USA and Par. Paragraph 332 purports to characterize writings which speak for
5 themselves, and Endo International denies Plaintiff's characterization of them. Endo International
6 lacks knowledge or information sufficient to form a belief as to the truth of the remaining
7 allegations in Paragraph 332 and denies them on that basis.

8 **ANSWER TO PARAGRAPH 333:** Paragraph 333 of the Complaint purports to
9 characterize writings which speak for themselves, and Endo International denies Plaintiff's
10 characterization of them. Endo International denies the remaining allegations in Paragraph 333.

11 **ANSWER TO PARAGRAPH 334:** Paragraph 334 of the Complaint purports to
12 characterize writings which speak for themselves, and Endo International denies Plaintiff's
13 characterization of them. Endo International lacks knowledge or information sufficient to form a
14 belief as to the truth of the remaining allegations in Paragraph 334 and denies them on that basis.

15 **ANSWER TO PARAGRAPH 335:** Paragraph 335 of the Complaint purports to
16 characterize writings which speak for themselves, and Endo International denies Plaintiff's
17 characterization of them.

18 **ANSWER TO PARAGRAPH 336:** Endo International denies the allegations in
19 Paragraph 336 of the Complaint and the heading preceding it to the extent they relate to Endo
20 International. To the extent the allegations in Paragraph 336 and the heading preceding it relate to
21 its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
22 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
23 of the allegations in Paragraph 336 and the heading preceding it to the extent they relate to other
24 defendants and denies them on that basis.

25 **ANSWER TO PARAGRAPH 337:** Paragraph 337 of the Complaint purports to
26 characterize writings which speak for themselves, and Endo International denies Plaintiff's
27 characterization of them. Endo International denies the allegations in Paragraph 337 to the extent
28 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo

1 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
2 knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph
3 337 to the extent they relate to other defendants and denies them on that basis.

4 **ANSWER TO PARAGRAPH 338:** Paragraph 338 of the Complaint concerns a
5 defendant other than Endo International, so Endo International is not required to respond. To the
6 extent Endo International is required to respond, Endo International lacks knowledge or
7 information sufficient to form a belief as to the truth of the allegations in Paragraph 338 and
8 denies them on that basis.

9 **ANSWER TO PARAGRAPH 339:** Paragraph 339 of the Complaint concerns a
10 defendant other than Endo International, so Endo International is not required to respond. To the
11 extent Endo International is required to respond, Endo International lacks knowledge or
12 information sufficient to form a belief as to the truth of the allegations in Paragraph 339 and
13 denies them on that basis.

14 **ANSWER TO PARAGRAPH 340:** Paragraph 340 of the Complaint purports to
15 characterize a writing speaks for itself, and Endo International denies Plaintiff's characterization
16 of it. Endo International denies the allegations in Paragraph 340 to the extent they relate to Endo
17 International. To the extent the allegations relate to its U.S. subsidiaries, Endo International refers
18 Plaintiff to the Answers filed by Endo USA and Par.

19 **ANSWER TO PARAGRAPH 341:** Paragraph 341 of the Complaint purports to
20 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
21 characterization of it. Endo International denies the allegations in Paragraph 341 to the extent
22 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
23 International refers Plaintiff to the Answers filed by Endo USA and Par.

24 **ANSWER TO PARAGRAPH 342:** Paragraph 342 of the Complaint purports to
25 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
26 characterization of it. Endo International denies the allegations in Paragraph 342 to the extent
27 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
28 International refers Plaintiff to the Answers filed by Endo USA and Par.

1 **ANSWER TO PARAGRAPH 343:** Paragraph 343 of the Complaint purports to
2 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
3 characterization of it. Endo International denies the allegations in Paragraph 343 to the extent
4 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
5 International refers Plaintiff to the Answers filed by Endo USA and Par.

6 **ANSWER TO PARAGRAPH 344:** Paragraph 344 of the Complaint purports to
7 characterize a CME which speaks for itself, and Endo International denies Plaintiff's
8 characterization of it. Endo International denies the allegations in Paragraph 344 to the extent
9 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
10 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
11 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
12 Paragraph 344 and denies them on that basis.

13 **ANSWER TO PARAGRAPH 345:** Endo International denies the allegations in
14 Paragraph 345 of the Complaint to the extent they relate to Endo International. To the extent the
15 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
16 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
17 belief as to the truth of the remaining allegations in Paragraph 345 and denies them on that basis.

18 **ANSWER TO PARAGRAPH 346:** Paragraph 346 of the Complaint and the heading
19 preceding it concern a defendant other than Endo International, so Endo International is not
20 required to respond. To the extent Endo International is required to respond, Endo International
21 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
22 Paragraph 346 and the heading preceding it and denies them on that basis.

23 **ANSWER TO PARAGRAPH 347:** Paragraph 347 of the Complaint concerns a
24 defendant other than Endo International, so Endo International is not required to respond. To the
25 extent Endo International is required to respond, Endo International lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph 347 and
27 denies them on that basis.

28

1 **ANSWER TO PARAGRAPH 348:** Paragraph 348 of the Complaint concerns a
2 defendant other than Endo International, so Endo International is not required to respond. To the
3 extent Endo International is required to respond, Endo International lacks knowledge or
4 information sufficient to form a belief as to the truth of the allegations in Paragraph 348 and
5 denies them on that basis.

6 **ANSWER TO PARAGRAPH 349:** Paragraph 349 of the Complaint concerns a
7 defendant other than Endo International, so Endo International is not required to respond. To the
8 extent Endo International is required to respond, Endo International lacks knowledge or
9 information sufficient to form a belief as to the truth of the allegations in Paragraph 349 and
10 denies them on that basis.

11 **ANSWER TO PARAGRAPH 350:** Paragraph 350 of the Complaint concerns a
12 defendant other than Endo International, so Endo International is not required to respond. To the
13 extent Endo International is required to respond, Endo International lacks knowledge or
14 information sufficient to form a belief as to the truth of the allegations in Paragraph 350 and
15 denies them on that basis.

16 **ANSWER TO PARAGRAPH 351:** Paragraph 351 of the Complaint concerns a
17 defendant other than Endo International, so Endo International is not required to respond. To the
18 extent Endo International is required to respond, Endo International lacks knowledge or
19 information sufficient to form a belief as to the truth of the allegations in Paragraph 351 and
20 denies them on that basis.

21 **ANSWER TO PARAGRAPH 352:** Paragraph 352 of the Complaint concerns a
22 defendant other than Endo International, so Endo International is not required to respond. To the
23 extent Endo International is required to respond, Endo International lacks knowledge or
24 information sufficient to form a belief as to the truth of the allegations in Paragraph 352 and
25 denies them on that basis.

26 **ANSWER TO PARAGRAPH 353:** Paragraph 353 of the Complaint concerns a
27 defendant other than Endo International, so Endo International is not required to respond. To the
28 extent Endo International is required to respond, Endo International lacks knowledge or

1 information sufficient to form a belief as to the truth of the allegations in Paragraph 353 and
2 denies them on that basis.

3 **ANSWER TO PARAGRAPH 354:** Paragraph 354 of the Complaint concerns a
4 defendant other than Endo International, so Endo International is not required to respond. To the
5 extent Endo International is required to respond, Endo International lacks knowledge or
6 information sufficient to form a belief as to the truth of the allegations in Paragraph 354 and
7 denies them on that basis.

8 **ANSWER TO PARAGRAPH 355:** Paragraph 355 of the Complaint concerns a
9 defendant other than Endo International, so Endo International is not required to respond. To the
10 extent Endo International is required to respond, Endo International lacks knowledge or
11 information sufficient to form a belief as to the truth of the allegations in Paragraph 355 and
12 denies them on that basis.

13 **ANSWER TO PARAGRAPH 356:** Paragraph 356 of the Complaint concerns a
14 defendant other than Endo International, so Endo International is not required to respond. To the
15 extent Endo International is required to respond, Endo International lacks knowledge or
16 information sufficient to form a belief as to the truth of the allegations in Paragraph 356 and
17 denies them on that basis.

18 **ANSWER TO PARAGRAPH 357:** Paragraph 357 of the Complaint purports to
19 characterize statements which speak for themselves, and Endo International denies Plaintiff's
20 characterization of them. Endo International denies the allegations in Paragraph 357 to the extent
21 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
22 International refers Plaintiff to the Answers filed by Endo USA and Par.

23 **ANSWER TO PARAGRAPH 358:** Paragraph 358 of the Complaint concerns a
24 defendant other than Endo International, so Endo International is not required to respond. To the
25 extent Endo International is required to respond, Endo International lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph 358 and
27 denies them on that basis.

28

1 **ANSWER TO PARAGRAPH 359:** Endo International denies the allegations in
2 Paragraph 359 of the Complaint and the heading preceding it to the extent they relate to Endo
3 International. To the extent the allegations in Paragraph 359 and the heading preceding it relate to
4 its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
5 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
6 of the remaining allegations in Paragraph 359 and the heading preceding it and denies them on
7 that basis.

8 **ANSWER TO PARAGRAPH 360:** Paragraph 360 of the Complaint purports to
9 characterize writings which speak for themselves, and Endo International denies Plaintiff's
10 characterization of them.

11 **ANSWER TO PARAGRAPH 361:** Paragraph 361 of the Complaint and the heading
12 preceding it concern a defendant other than Endo International, so Endo International is not
13 required to respond. To the extent Endo International is required to respond, Endo International
14 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
15 Paragraph 361 and the heading preceding it and denies them on that basis.

16 **ANSWER TO PARAGRAPH 362:** Paragraph 362 of the Complaint concerns a
17 defendant other than Endo International, so Endo International is not required to respond. To the
18 extent Endo International is required to respond, Endo International lacks knowledge or
19 information sufficient to form a belief as to the truth of the allegations in Paragraph 362 and
20 denies them on that basis.

21 **ANSWER TO PARAGRAPH 363:** Paragraph 363 of the Complaint concerns a
22 defendant other than Endo International, so Endo International is not required to respond. To the
23 extent Endo International is required to respond, Endo International lacks knowledge or
24 information sufficient to form a belief as to the truth of the allegations in Paragraph 363 and
25 denies them on that basis.

26 **ANSWER TO PARAGRAPH 364:** Paragraph 364 of the Complaint concerns a
27 defendant other than Endo International, so Endo International is not required to respond. To the
28 extent Endo International is required to respond, Endo International lacks knowledge or

1 information sufficient to form a belief as to the truth of the allegations in Paragraph 364 and
2 denies them on that basis.

3 **ANSWER TO PARAGRAPH 365:** Paragraph 365 of the Complaint concerns a
4 defendant other than Endo International, so Endo International is not required to respond. To the
5 extent Endo International is required to respond, Endo International lacks knowledge or
6 information sufficient to form a belief as to the truth of the allegations in Paragraph 365 and
7 denies them on that basis.

8 **ANSWER TO PARAGRAPH 366:** Paragraph 366 of the Complaint concerns a
9 defendant other than Endo International, so Endo International is not required to respond. To the
10 extent Endo International is required to respond, Endo International lacks knowledge or
11 information sufficient to form a belief as to the truth of the allegations in Paragraph 366 and
12 denies them on that basis.

13 **ANSWER TO PARAGRAPH 367:** Paragraph 367 of the Complaint concerns a
14 defendant other than Endo International, so Endo International is not required to respond. To the
15 extent Endo International is required to respond, Endo International lacks knowledge or
16 information sufficient to form a belief as to the truth of the allegations in Paragraph 367 and
17 denies them on that basis.

18 **ANSWER TO PARAGRAPH 368:** Paragraph 368 of the Complaint concerns a
19 defendant other than Endo International, so Endo International is not required to respond. To the
20 extent Endo International is required to respond, Endo International lacks knowledge or
21 information sufficient to form a belief as to the truth of the allegations in Paragraph 368 and
22 denies them on that basis.

23 **ANSWER TO PARAGRAPH 369:** Paragraph 369 of the Complaint concerns a
24 defendant other than Endo International, so Endo International is not required to respond. To the
25 extent Endo International is required to respond, Endo International lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph 369 and
27 denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 370:** Paragraph 370 of the Complaint concerns a
2 defendant other than Endo International, so Endo International is not required to respond. To the
3 extent Endo International is required to respond, Endo International lacks knowledge or
4 information sufficient to form a belief as to the truth of the allegations in Paragraph 370 and
5 denies them on that basis.

6 **ANSWER TO PARAGRAPH 371:** Paragraph 371 of the Complaint concerns a
7 defendant other than Endo International, so Endo International is not required to respond. To the
8 extent Endo International is required to respond, Endo International lacks knowledge or
9 information sufficient to form a belief as to the truth of the allegations in Paragraph 371 and
10 denies them on that basis.

11 **ANSWER TO PARAGRAPH 372:** Paragraph 372 of the Complaint concerns a
12 defendant other than Endo International, so Endo International is not required to respond. To the
13 extent Endo International is required to respond, Endo International lacks knowledge or
14 information sufficient to form a belief as to the truth of the allegations in Paragraph 372 and
15 denies them on that basis.

16 **ANSWER TO PARAGRAPH 373:** Endo International denies the allegations in
17 Paragraph 373 of the Complaint and the heading preceding it to the extent they relate to Endo
18 International. To the extent the allegations in Paragraph 373 and the heading preceding it relate to
19 its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
20 Par.

21 **ANSWER TO PARAGRAPH 374:** Endo International lacks knowledge or information
22 sufficient to form a belief as to the truth of the allegations in Paragraph 374 of the Complaint to
23 the extent they relate to Endo International and denies them on that basis. To the extent the
24 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
25 by Endo USA and Par.

26 **ANSWER TO PARAGRAPH 375:** Paragraph 375 of the Complaint purports to
27 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
28 characterization of it.

1 **ANSWER TO PARAGRAPH 376:** Endo International denies the allegations in
2 Paragraph 376 of the Complaint to the extent they relate to Endo International. To the extent the
3 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
4 by Endo USA and Par.

5 **ANSWER TO PARAGRAPH 377:** Paragraph 377 of the Complaint purports to
6 characterize writings which speak for themselves, and Endo International denies Plaintiff's
7 characterization of them. Endo International denies the allegations in Paragraph 377 to the extent
8 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
9 International refers Plaintiff to the Answers filed by Endo USA and Par.

10 **ANSWER TO PARAGRAPH 378:** Paragraph 378 of the Complaint purports to
11 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
12 characterization of it. Endo International denies the allegations in Paragraph 378 to the extent
13 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
14 International refers Plaintiff to the Answers filed by Endo USA and Par.

15 **ANSWER TO PARAGRAPH 379:** Paragraph 379 of the Complaint purports to
16 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
17 characterization of it. Endo International denies the allegations in Paragraph 379 to the extent
18 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
19 International refers Plaintiff to the Answers filed by Endo USA and Par.

20 **ANSWER TO PARAGRAPH 380:** Paragraph 380 of the Complaint purports to
21 characterize writings which speak for themselves, and Endo International denies Plaintiff's
22 characterization of them. Endo International denies the allegations in Paragraph 380 to the extent
23 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
24 International refers Plaintiff to the Answers filed by Endo USA and Par.

25 **ANSWER TO PARAGRAPH 381:** Paragraph 381 of the Complaint purports to
26 characterize writings which speak for themselves, and Endo International denies Plaintiff's
27 characterization of them. Endo International denies the allegations in Paragraph 381 to the extent
28

1 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
2 International refers Plaintiff to the Answers filed by Endo USA and Par.

3 **ANSWER TO PARAGRAPH 382:** Paragraph 382 of the Complaint purports to
4 characterize writings which speak for themselves, and Endo International denies Plaintiff's
5 characterization of them.

6 **ANSWER TO PARAGRAPH 383:** Paragraph 383 of the Complaint purports to
7 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
8 characterization of it. Endo International denies the allegations in Paragraph 383 to the extent
9 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
10 International refers Plaintiff to the Answers filed by Endo USA and Par.

11 **ANSWER TO PARAGRAPH 384:** Paragraph 384 of the Complaint purports to
12 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
13 characterization of it.

14 **ANSWER TO PARAGRAPH 385:** Paragraph 385 of the Complaint purports to
15 characterize writings which speak for themselves, and Endo International denies Plaintiff's
16 characterization of them.

17 **ANSWER TO PARAGRAPH 386:** Paragraph 386 of the Complaint purports to
18 characterize writings which speak for themselves, and Endo International denies Plaintiff's
19 characterization of them. Endo International denies the allegations in Paragraph 386 to the extent
20 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
21 International refers Plaintiff to the Answers filed by Endo USA and Par.

22 **ANSWER TO PARAGRAPH 387:** Paragraph 387 of the Complaint purports to
23 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
24 characterization of it. Endo International lacks knowledge or information sufficient to form a
25 belief as to the truth of the remaining allegations in Paragraph 387 and denies them on that basis.

26 **ANSWER TO PARAGRAPH 388:** Endo International denies the allegations in the first
27 sentence of Paragraph 388 of the Complaint to the extent they relate to Endo International. The
28 remaining allegations in Paragraph 388 purport to characterize a statement which speaks for itself,

1 and Endo International denies Plaintiff's characterization of it. To the extent the allegations relate
2 to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
3 Par.

4 **ANSWER TO PARAGRAPH 389:** Endo International denies the allegations in
5 Paragraph 389 of the Complaint to the extent they relate to Endo International. To the extent the
6 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
7 by Endo USA and Par.

8 **ANSWER TO PARAGRAPH 390:** Paragraph 390 of the Complaint purports to
9 characterize writings which speak for themselves, and Endo International denies Plaintiff's
10 characterization of them. Endo International denies the allegations in Paragraph 390 to the extent
11 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
12 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
13 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
14 Paragraph 390 and denies them on that basis.

15 **ANSWER TO PARAGRAPH 391:** Paragraph 391 of the Complaint purports to
16 characterize writings which speak for themselves, and Endo International denies Plaintiff's
17 characterization of them. Endo International denies the allegations in Paragraph 391 to the extent
18 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
19 International refers Plaintiff to the Answers filed by Endo USA and Par.

20 **ANSWER TO PARAGRAPH 392:** Paragraph 392 of the Complaint purports to
21 characterize writings which speak for themselves, and Endo International denies Plaintiff's
22 characterization of them. Endo International denies the allegations in Paragraph 392 to the extent
23 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
24 International refers Plaintiff to the Answers filed by Endo USA and Par.

25 **ANSWER TO PARAGRAPH 393:** Paragraph 393 of the Complaint purports to
26 characterize writings which speak for themselves, and Endo International denies Plaintiff's
27 characterization of them. Endo International denies the allegations in Paragraph 393 to the extent
28 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo

1 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
2 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
3 Paragraph 393 and denies them on that basis.

4 **ANSWER TO PARAGRAPH 394:** Endo International denies the allegations in
5 Paragraph 394 of the Complaint to the extent they relate to Endo International. To the extent the
6 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
7 by Endo USA and Par.

8 **ANSWER TO PARAGRAPH 395:** Endo International admits that on June 8, 2017, the
9 FDA requested that Opana ER, an opioid product sold by Endo Pharmaceuticals Inc., be removed
10 from the market and that on July 6, 2017, the Company announced that it decided to voluntarily
11 remove Opana ER from the market. Except as expressly admitted, Endo International denies the
12 allegations in Paragraph 395 of the Complaint.

13 **ANSWER TO PARAGRAPH 396:** Paragraph 396 of the Complaint and the heading
14 preceding it concern a defendant other than Endo International, so Endo International is not
15 required to respond. To the extent Endo International is required to respond, Endo International
16 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
17 Paragraph 396 and the heading preceding it and denies them on that basis.

18 **ANSWER TO PARAGRAPH 397:** Paragraph 397 of the Complaint concerns a
19 defendant other than Endo International, so Endo International is not required to respond. To the
20 extent Endo International is required to respond, Endo International lacks knowledge or
21 information sufficient to form a belief as to the truth of the allegations in Paragraph 397 and
22 denies them on that basis.

23 **ANSWER TO PARAGRAPH 398:** Paragraph 398 of the Complaint concerns a
24 defendant other than Endo International, so Endo International is not required to respond. To the
25 extent Endo International is required to respond, Endo International lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph 398 and
27 denies them on that basis.

28

1 **ANSWER TO PARAGRAPH 399:** Endo International denies the allegations in
2 Paragraph 399 of the Complaint to the extent they relate to Endo International. To the extent the
3 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
4 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
5 belief as to the truth of the allegations in Paragraph 399 to the extent they relate to other
6 defendants and denies them on that basis.

7 **ANSWER TO PARAGRAPH 400:** Endo International denies the allegations in
8 Paragraph 400 of the Complaint to the extent they relate to Endo International. To the extent the
9 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
10 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
11 belief as to the truth of the remaining allegations in Paragraph 400 and denies them on that basis.

12 **ANSWER TO PARAGRAPH 401:** Endo International denies the allegations in
13 Paragraph 401 of the Complaint and the heading preceding it to the extent they relate to Endo
14 International. To the extent the allegations in Paragraph 401 and the heading preceding it relate to
15 its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
16 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
17 of the allegations in Paragraph 401 and the heading preceding it to the extent they relate to other
18 defendants and denies them on that basis.

19 **ANSWER TO PARAGRAPH 402:** Endo International denies the allegations in
20 Paragraph 402 of the Complaint to the extent they relate to Endo International. To the extent the
21 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
22 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
23 belief as to the truth of the allegations in Paragraph 402 to the extent they relate to other
24 defendants and denies them on that basis.

25 **ANSWER TO PARAGRAPH 403:** Paragraph 403 of the Complaint purports to
26 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
27 characterization of it. Endo International denies the allegations in Paragraph 403 and the heading
28 preceding it to the extent they relate to Endo International. To the extent the allegations in

1 Paragraph 403 and the heading preceding it relate to its U.S. subsidiaries, Endo International
2 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
3 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 403
4 and the heading preceding it and denies them on that basis.

5 **ANSWER TO PARAGRAPH 404:** Paragraph 404 of the Complaint purports to
6 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
7 characterization of it. Endo International denies the allegations in Paragraph 404 to the extent
8 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
9 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
10 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
11 Paragraph 404 and denies them on that basis.

12 **ANSWER TO PARAGRAPH 405:** Paragraph 405 of the Complaint purports to
13 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
14 characterization of it. Endo International denies the allegations in Paragraph 405 to the extent
15 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
16 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
17 knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph
18 405 to the extent they relate to other defendants and denies them on that basis.

19 **ANSWER TO PARAGRAPH 406:** Paragraph 406 of the Complaint purports to
20 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
21 characterization of it.

22 **ANSWER TO PARAGRAPH 407:** Endo International denies the allegations in
23 Paragraph 407 of the Complaint to the extent they relate to Endo International. To the extent the
24 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
25 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
26 belief as to the truth of the allegations in Paragraph 407 to the extent they relate to other
27 defendants and denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 408:** Endo International denies the allegations in
 2 Paragraph 408 of the Complaint to the extent they relate to Endo International. To the extent the
 3 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
 4 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
 5 belief as to the truth of the remaining allegations in Paragraph 408 and denies them on that basis.

6 **ANSWER TO PARAGRAPH 409:** Paragraph 409 of the Complaint concerns a
 7 defendant other than Endo International, so Endo International is not required to respond. To the
 8 extent Endo International is required to respond, Endo International lacks knowledge or
 9 information sufficient to form a belief as to the truth of the allegations in Paragraph 409 and
 10 denies them on that basis.

11 **ANSWER TO PARAGRAPH 410:** Paragraph 410 of the Complaint purports to
 12 characterize writings which speak for themselves, and Endo International denies Plaintiff's
 13 characterization of them. Endo International denies the allegations in Paragraph 410 to the extent
 14 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
 15 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
 16 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
 17 Paragraph 410 and denies them on that basis.

18 **ANSWER TO PARAGRAPH 411:** Endo International denies the allegations in
 19 Paragraph 411 of the Complaint to the extent they relate to Endo International. To the extent the
 20 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
 21 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
 22 belief as to the truth of the remaining allegations in Paragraph 411 and denies them on that basis.

23 **ANSWER TO PARAGRAPH 412:** Endo International denies the allegations in
 24 Paragraph 412 of the Complaint to the extent they relate to Endo International. To the extent the
 25 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
 26 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
 27 belief as to the truth of the remaining allegations in Paragraph 412 and denies them on that basis.
 28

1 **ANSWER TO PARAGRAPH 413:** Paragraph 413 of the Complaint concerns a
2 defendant other than Endo International, so Endo International is not required to respond. To the
3 extent Endo International is required to respond, Endo International lacks knowledge or
4 information sufficient to form a belief as to the truth of the allegations in Paragraph 413 and
5 denies them on that basis.

6 **ANSWER TO PARAGRAPH 414:** Paragraph 414 of the Complaint purports to
7 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
8 characterization of it. Endo International denies the allegations in Paragraph 414 to the extent
9 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
10 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
11 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
12 Paragraph 414 and denies them on that basis.

13 **ANSWER TO PARAGRAPH 415:** Endo International lacks knowledge or information
14 sufficient to form a belief as to the truth of the allegations in Paragraph 415 of the Complaint and
15 denies them on that basis.

16 **ANSWER TO PARAGRAPH 416:** Endo International denies the allegations in
17 Paragraph 416 of the Complaint to the extent they relate to Endo International. To the extent the
18 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
19 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
20 belief as to the truth of the remaining allegations in Paragraph 416 and denies them on that basis.

21 **ANSWER TO PARAGRAPH 417:** Endo International lacks knowledge or information
22 sufficient to form a belief as to the truth of the allegations in Paragraph 417 of the Complaint and
23 denies them on that basis.

24 **ANSWER TO PARAGRAPH 418:** Endo International denies the allegations in
25 Paragraph 418 of the Complaint to the extent they relate to Endo International. To the extent the
26 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
27 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
28 belief as to the truth of the remaining allegations in Paragraph 418 and denies them on that basis.

1 **ANSWER TO PARAGRAPH 419:** Endo International lacks knowledge or information
2 sufficient to form a belief as to the truth of the allegations in Paragraph 419 of the Complaint and
3 denies them on that basis.

4 **ANSWER TO PARAGRAPH 420:** Endo International denies the allegations in
5 Paragraph 420 of the Complaint to the extent they relate to Endo International. To the extent the
6 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
7 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
8 belief as to the truth of the remaining allegations in Paragraph 420 and denies them on that basis.

9 **ANSWER TO PARAGRAPH 421:** Endo International denies the allegations in
10 Paragraph 421 of the Complaint to the extent they relate to Endo International. To the extent the
11 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
12 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
13 belief as to the truth of the remaining allegations in Paragraph 421 and denies them on that basis.

14 **ANSWER TO PARAGRAPH 422:** Endo International denies the allegations in
15 Paragraph 422 of the Complaint to the extent they relate to Endo International. To the extent the
16 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
17 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
18 belief as to the truth of the remaining allegations in Paragraph 422 and denies them on that basis.

19 **ANSWER TO PARAGRAPH 423:** Endo International lacks knowledge or information
20 sufficient to form a belief as to the truth of the allegations in Paragraph 423 of the Complaint and
21 denies them on that basis.

22 **ANSWER TO PARAGRAPH 424:** Endo International lacks knowledge or information
23 sufficient to form a belief as to the truth of the allegations in Paragraph 424 of the Complaint and
24 denies them on that basis.

25 **ANSWER TO PARAGRAPH 425:** Paragraph 425 of the Complaint purports to
26 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
27 characterization of it. Endo International denies the allegations in Paragraph 425 to the extent
28 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo

1 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
2 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
3 Paragraph 425 and denies them on that basis.

4 **ANSWER TO PARAGRAPH 426:** Endo International lacks knowledge or information
5 sufficient to form a belief as to the truth of the allegations in Paragraph 426 of the Complaint and
6 denies them on that basis.

7 **ANSWER TO PARAGRAPH 427:** Paragraph 427 of the Complaint purports to
8 characterize a presentation which speaks for itself, and Endo International denies Plaintiff's
9 characterization of it. Endo International denies the allegations in Paragraph 427 to the extent
10 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
11 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
12 knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph
13 427 to the extent they relate to other defendants and denies them on that basis.

14 **ANSWER TO PARAGRAPH 428:** Endo International lacks knowledge or information
15 sufficient to form a belief as to the truth of the allegations in Paragraph 428 of the Complaint and
16 denies them on that basis.

17 **ANSWER TO PARAGRAPH 429:** Endo International lacks knowledge or information
18 sufficient to form a belief as to the truth of the allegations in Paragraph 429 of the Complaint and
19 denies them on that basis.

20 **ANSWER TO PARAGRAPH 430:** Paragraph 430 of the Complaint purports to
21 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
22 characterization of it. Endo International lacks knowledge or information sufficient to form a
23 belief as to the truth of the remaining allegations in Paragraph 430 and denies them on that basis.

24 **ANSWER TO PARAGRAPH 431:** Paragraph 431 of the Complaint purports to
25 characterize writings which speak for themselves, and Endo International denies Plaintiff's
26 characterization of them. Endo International lacks knowledge or information sufficient to form a
27 belief as to the truth of the remaining allegations in Paragraph 431 and denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 432:** Paragraph 432 of the Complaint purports to
2 characterize writings which speak for themselves, and Endo International denies Plaintiff's
3 characterization of them. Endo International denies the allegations in Paragraph 432 to the extent
4 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
5 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
6 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
7 Paragraph 432 and denies them on that basis.

8 **ANSWER TO PARAGRAPH 433:** Endo International denies the allegations in
9 Paragraph 433 of the Complaint to the extent they relate to Endo International. To the extent the
10 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
11 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
12 belief as to the truth of the remaining allegations in Paragraph 433 and denies them on that basis.

13 **ANSWER TO PARAGRAPH 434:** Endo International lacks knowledge or information
14 sufficient to form a belief as to the truth of the allegations in Paragraph 434 of the Complaint and
15 denies them on that basis.

16 **ANSWER TO PARAGRAPH 435:** Endo International denies the allegations in
17 Paragraph 435 of the Complaint to the extent they relate to Endo International. To the extent the
18 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
19 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
20 belief as to the truth of the remaining allegations in Paragraph 435 and denies them on that basis.

21 **ANSWER TO PARAGRAPH 436:** Paragraph 436 of the Complaint purports to
22 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
23 characterization of it.

24 **ANSWER TO PARAGRAPH 437:** Paragraph 437 of the Complaint purports to
25 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
26 characterization of it.

27 **ANSWER TO PARAGRAPH 438:** Paragraph 438 of the Complaint purports to
28 characterize a writing which speaks for itself, and Endo International denies Plaintiff's

1 characterization of it. Endo International lacks knowledge or information sufficient to form a
2 belief as to the truth of the remaining allegations in Paragraph 438 and denies them on that basis.

3 **ANSWER TO PARAGRAPH 439:** Paragraph 439 of the Complaint purports to
4 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
5 characterization of it.

6 **ANSWER TO PARAGRAPH 440:** Endo International lacks knowledge or information
7 sufficient to form a belief as to the truth of the allegations in Paragraph 440 of the Complaint and
8 denies them on that basis.

9 **ANSWER TO PARAGRAPH 441:** Paragraph 441 of the Complaint purports to
10 characterize writings which speak for themselves, and Endo International denies Plaintiff's
11 characterization of them. Endo International lacks knowledge or information sufficient to form a
12 belief as to the truth of the remaining allegations in Paragraph 441 and denies them on that basis.

13 **ANSWER TO PARAGRAPH 442:** Paragraph 442 of the Complaint purports to
14 characterize a website which speaks for itself, and Endo International denies Plaintiff's
15 characterization of it. Endo International denies the allegations in Paragraph 442 to the extent
16 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
17 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
18 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
19 Paragraph 442 and denies them on that basis.

20 **ANSWER TO PARAGRAPH 443:** Endo International denies the allegations in
21 Paragraph 443 of the Complaint to the extent they relate to Endo International. To the extent the
22 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
23 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
24 belief as to the truth of the remaining allegations in Paragraph 443 and denies them on that basis.

25 **ANSWER TO PARAGRAPH 444:** Paragraph 444 of the Complaint purports to
26 characterize writings which speak for themselves, and Endo International denies Plaintiff's
27 characterization of them. Endo International lacks knowledge or information sufficient to form a
28 belief as to the truth of the remaining allegations in Paragraph 444 and denies them on that basis.

1 **ANSWER TO PARAGRAPH 445:** Endo International denies the allegations in
2 Paragraph 445 of the Complaint to the extent they relate to Endo International. To the extent the
3 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
4 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
5 belief as to the truth of the remaining allegations in Paragraph 445 and denies them on that basis.

6 **ANSWER TO PARAGRAPH 446:** Endo International denies the allegations in
7 Paragraph 446 of the Complaint to the extent they relate to Endo International. To the extent the
8 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
9 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
10 belief as to the truth of the remaining allegations in Paragraph 446 and denies them on that basis.

11 **ANSWER TO PARAGRAPH 447:** Endo International denies the allegations in
12 Paragraph 447 of the Complaint and the heading preceding it to the extent they relate to Endo
13 International. To the extent the allegations in Paragraph 447 and the heading preceding it relate to
14 its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
15 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
16 of the remaining allegations in Paragraph 447 and the heading preceding it and denies them on
17 that basis.

18 **ANSWER TO PARAGRAPH 448:** Endo International denies the allegations in
19 Paragraph 448 of the Complaint to the extent they relate to Endo International. To the extent the
20 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
21 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
22 belief as to the truth of the allegations in Paragraph 448 to the extent they relate to other
23 defendants and denies them on that basis.

24 **ANSWER TO PARAGRAPH 449:** Endo International denies the allegations in
25 Paragraph 449 of the Complaint to the extent they relate to Endo International. To the extent the
26 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
27 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
28 belief as to the truth of the remaining allegations in Paragraph 449 and denies them on that basis.

1 **ANSWER TO PARAGRAPH 450:** Endo International denies the allegations in
2 Paragraph 450 of the Complaint to the extent they relate to Endo International. To the extent the
3 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
4 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
5 belief as to the truth of the allegations in Paragraph 450 to the extent they relate to other
6 defendants and denies them on that basis.

7 **ANSWER TO PARAGRAPH 451:** Endo International denies the allegations in
8 Paragraph 451 of the Complaint to the extent they relate to Endo International. To the extent the
9 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
10 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
11 belief as to the truth of the remaining allegations in Paragraph 451 and denies them on that basis.

12 **ANSWER TO PARAGRAPH 452:** Endo International denies the allegations in
13 Paragraph 452 of the Complaint to the extent they relate to Endo International. To the extent the
14 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
15 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
16 belief as to the truth of the allegations in Paragraph 452 to the extent they relate to other
17 defendants and denies them on that basis.

18 **ANSWER TO PARAGRAPH 453:** Endo International denies the allegations in
19 Paragraph 453 of the Complaint to the extent they relate to Endo International. To the extent the
20 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
21 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
22 belief as to the truth of the remaining allegations in Paragraph 453 and denies them on that basis.

23 **ANSWER TO PARAGRAPH 454:** Endo International denies the allegations in
24 Paragraph 454 of the Complaint to the extent they relate to Endo International. To the extent the
25 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
26 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
27 belief as to the truth of the remaining allegations in Paragraph 454 and denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 455:** Paragraph 455 of the Complaint purports to
2 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
3 characterization of it. Endo International lacks knowledge or information sufficient to form a
4 belief as to the truth of the remaining allegations in Paragraph 455 and denies them on that basis.

5 **ANSWER TO PARAGRAPH 456:** Paragraph 456 of the Complaint purports to
6 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
7 characterization of it.

8 **ANSWER TO PARAGRAPH 457:** Endo International denies the allegations in
9 Paragraph 457 of the Complaint to the extent they relate to Endo International. To the extent the
10 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
11 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
12 belief as to the truth of the remaining allegations in Paragraph 457 and denies them on that basis.

13 **ANSWER TO PARAGRAPH 458:** Endo International lacks knowledge or information
14 sufficient to form a belief as to the truth of the allegations in Paragraph 458 of the Complaint and
15 denies them on that basis.

16 **ANSWER TO PARAGRAPH 459:** Endo International denies the allegations in
17 Paragraph 459 of the Complaint to the extent they relate to Endo International. To the extent the
18 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
19 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
20 belief as to the truth of the remaining allegations in Paragraph 459 and denies them on that basis.

21 **ANSWER TO PARAGRAPH 460:** Paragraph 460 of the Complaint purports to
22 characterize writings which speak for themselves, and Endo International denies Plaintiff's
23 characterization of them. Endo International lacks knowledge or information sufficient to form a
24 belief as to the truth of the remaining allegations in Paragraph 460 and denies them on that basis.

25 **ANSWER TO PARAGRAPH 461:** Paragraph 461 of the Complaint purports to
26 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
27 characterization of it.
28

1 **ANSWER TO PARAGRAPH 462:** Paragraph 462 of the Complaint purports to
2 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
3 characterization of it. Endo International lacks knowledge or information sufficient to form a
4 belief as to the truth of the remaining allegations in Paragraph 462 and denies them on that basis.

5 **ANSWER TO PARAGRAPH 463:** Endo International denies the allegations in
6 Paragraph 463 of the Complaint to the extent they relate to Endo International. To the extent the
7 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
8 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
9 belief as to the truth of the remaining allegations in Paragraph 463 and denies them on that basis.

10 **ANSWER TO PARAGRAPH 464:** Paragraph 464 of the Complaint purports to
11 characterize websites which speak for themselves, and Endo International denies Plaintiff's
12 characterization of them. Endo International denies the allegations in Paragraph 464 to the extent
13 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
14 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
15 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
16 Paragraph 464 and denies them on that basis.

17 **ANSWER TO PARAGRAPH 465:** Endo International denies the allegations in
18 Paragraph 465 of the Complaint to the extent they relate to Endo International. To the extent the
19 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
20 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
21 belief as to the truth of the remaining allegations in Paragraph 465 and denies them on that basis.

22 **ANSWER TO PARAGRAPH 466:** Paragraph 466 of the Complaint concerns a
23 defendant other than Endo International, so Endo International is not required to respond. To the
24 extent Endo International is required to respond, Endo International lacks knowledge or
25 information sufficient to form a belief as to the truth of the allegations in Paragraph 466 and
26 denies them on that basis.

27 **ANSWER TO PARAGRAPH 467:** Paragraph 467 of the Complaint concerns a
28 defendant other than Endo International, so Endo International is not required to respond. To the

1 extent Endo International is required to respond, Endo International lacks knowledge or
2 information sufficient to form a belief as to the truth of the allegations in Paragraph 467 and
3 denies them on that basis.

4 **ANSWER TO PARAGRAPH 468:** Endo International denies the allegations in
5 Paragraph 468 of the Complaint to the extent they relate to Endo International. To the extent the
6 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
7 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
8 belief as to the truth of the remaining allegations in Paragraph 468 and denies them on that basis.

9 **ANSWER TO PARAGRAPH 469:** Endo International lacks knowledge or information
10 sufficient to form a belief as to the truth of the allegations in Paragraph 469 of the Complaint and
11 denies them on that basis.

12 **ANSWER TO PARAGRAPH 470:** Endo International lacks knowledge or information
13 sufficient to form a belief as to the truth of the allegations in Paragraph 470 of the Complaint and
14 denies them on that basis.

15 **ANSWER TO PARAGRAPH 471:** Paragraph 471 of the Complaint purports to
16 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
17 characterization of it.

18 **ANSWER TO PARAGRAPH 472:** Paragraph 472 of the Complaint purports to
19 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
20 characterization of it.

21 **ANSWER TO PARAGRAPH 473:** Paragraph 473 of the Complaint purports to
22 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
23 characterization of it.

24 **ANSWER TO PARAGRAPH 474:** Paragraph 474 of the Complaint purports to
25 characterize a video which speaks for itself, and Endo International denies Plaintiff's
26 characterization of it. Endo International lacks knowledge or information sufficient to form a
27 belief as to the truth of the remaining allegations in Paragraph 474 and denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 475:** Paragraph 475 of the Complaint purports to
2 characterize writings which speak for themselves, and Endo International denies Plaintiff's
3 characterization of them. Endo International denies the allegations in Paragraph 475 to the extent
4 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
5 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
6 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
7 Paragraph 475 and denies them on that basis.

8 **ANSWER TO PARAGRAPH 476:** Paragraph 476 of the Complaint purports to
9 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
10 characterization of it.

11 **ANSWER TO PARAGRAPH 477:** Paragraph 477 of the Complaint purports to
12 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
13 characterization of it. Endo International lacks knowledge or information sufficient to form a
14 belief as to the truth of the remaining allegations in Paragraph 477 and denies them on that basis.

15 **ANSWER TO PARAGRAPH 478:** Paragraph 478 of the Complaint purports to
16 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
17 characterization of it.

18 **ANSWER TO PARAGRAPH 479:** Paragraph 479 of the Complaint purports to
19 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
20 characterization of it.

21 **ANSWER TO PARAGRAPH 480:** Endo International denies the allegations in
22 Paragraph 480 of the Complaint and the heading preceding it to the extent they relate to Endo
23 International. To the extent the allegations in Paragraph 480 and the heading preceding it relate to
24 its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
25 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
26 of the allegations in Paragraph 480 and the heading preceding it to the extent they relate to other
27 defendants and denies them on that basis.

28

1 **ANSWER TO PARAGRAPH 481:** Endo International denies the allegations in
2 Paragraph 481 of the Complaint to the extent they relate to Endo International. To the extent the
3 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
4 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
5 belief as to the truth of the allegations in Paragraph 481 to the extent they relate to other
6 defendants and denies them on that basis.

7 **ANSWER TO PARAGRAPH 482:** Endo International admits that continuing medical
8 education programs, also referred to as CMEs, may provide ongoing education to doctors, based
9 on its knowledge of its subsidiaries' businesses. Endo International lacks knowledge or
10 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 482
11 of the Complaint and denies them on that basis.

12 **ANSWER TO PARAGRAPH 483:** Endo International denies the allegations in
13 Paragraph 483 of the Complaint to the extent they relate to Endo International. To the extent the
14 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
15 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
16 belief as to the truth of the remaining allegations in Paragraph 483 and denies them on that basis.

17 **ANSWER TO PARAGRAPH 484:** Endo International denies the allegations in
18 Paragraph 484 of the Complaint to the extent they relate to Endo International. To the extent the
19 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
20 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
21 belief as to the truth of the remaining allegations in Paragraph 484 and denies them on that basis.

22 **ANSWER TO PARAGRAPH 485:** Paragraph 485 of the Complaint concerns a
23 defendant other than Endo International, so Endo International is not required to respond. To the
24 extent Endo International is required to respond, Endo International lacks knowledge or
25 information sufficient to form a belief as to the truth of the allegations in Paragraph 485 and
26 denies them on that basis.

27 **ANSWER TO PARAGRAPH 486:** Paragraph 486 of the Complaint concerns a
28 defendant other than Endo International, so Endo International is not required to respond. To the

1 extent Endo International is required to respond, Endo International lacks knowledge or
2 information sufficient to form a belief as to the truth of the allegations in Paragraph 486 and
3 denies them on that basis.

4 **ANSWER TO PARAGRAPH 487:** Paragraph 487 of the Complaint concerns a
5 defendant other than Endo International, so Endo International is not required to respond. To the
6 extent Endo International is required to respond, Endo International lacks knowledge or
7 information sufficient to form a belief as to the truth of the allegations in Paragraph 487 and
8 denies them on that basis.

9 **ANSWER TO PARAGRAPH 488:** Paragraph 488 of the Complaint purports to
10 characterize a website which speaks for itself, and Endo International denies Plaintiff's
11 characterization of it. Endo International denies the allegations in Paragraph 488 to the extent
12 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
13 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
14 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
15 Paragraph 488 and denies them on that basis.

16 **ANSWER TO PARAGRAPH 489:** Endo International lacks knowledge or information
17 sufficient to form a belief as to the truth of the allegations in Paragraph 489 of the Complaint and
18 denies them on that basis.

19 **ANSWER TO PARAGRAPH 490:** Paragraph 490 of the Complaint purports to
20 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
21 characterization of it.

22 **ANSWER TO PARAGRAPH 491:** Endo International denies the allegations in
23 Paragraph 491 of the Complaint to the extent they relate to Endo International. To the extent the
24 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
25 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
26 belief as to the truth of the remaining allegations in Paragraph 491 and denies them on that basis.

27 **ANSWER TO PARAGRAPH 492:** Endo International denies the allegations in
28 Paragraph 492 of the Complaint to the extent they relate to Endo International. To the extent the

1 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
2 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
3 belief as to the truth of the remaining allegations in Paragraph 492 and denies them on that basis.

4 **ANSWER TO PARAGRAPH 493:** Endo International denies the allegations in
5 Paragraph 493 of the Complaint and the heading preceding it to the extent they relate to Endo
6 International. To the extent the allegations in Paragraph 493 and the heading preceding it relate to
7 its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
8 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
9 of the remaining allegations in Paragraph 493 and the heading preceding it and denies them on
10 that basis.

11 **ANSWER TO PARAGRAPH 494:** Paragraph 494 of the Complaint purports to
12 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
13 characterization of it. Endo International denies the allegations in Paragraph 494 to the extent
14 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
15 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
16 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
17 Paragraph 494 and denies them on that basis.

18 **ANSWER TO PARAGRAPH 495:** Endo International admits that advertisements for a
19 specific medication and its indication should include possible side effects and contraindications
20 and are subject to FDA review, based on its knowledge of its U.S. subsidiaries' businesses.
21 Except as expressly admitted, Endo International denies the allegations in Paragraph 495 of the
22 Complaint and the heading preceding it to the extent they relate to Endo International. To the
23 extent the allegations in Paragraph 495 and the heading preceding it relate to its U.S. subsidiaries,
24 Endo International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International
25 lacks knowledge or information sufficient to form a belief as to the truth of the remaining
26 allegations in Paragraph 495 and the heading preceding it and denies them on that basis.

27 **ANSWER TO PARAGRAPH 496:** Endo International denies the allegations in
28 Paragraph 496 of the Complaint to the extent they relate to Endo International. To the extent the

1 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
2 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
3 belief as to the truth of the remaining allegations in Paragraph 496 and denies them on that basis.

4 **ANSWER TO PARAGRAPH 497:** Endo International denies the allegations in
5 Paragraph 497 of the Complaint and the heading preceding it to the extent they relate to Endo
6 International. To the extent the allegations in Paragraph 497 and the heading preceding it relate to
7 its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
8 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
9 of the allegations in Paragraph 497 and the heading preceding it to the extent they relate to other
10 defendants and denies them on that basis.

11 **ANSWER TO PARAGRAPH 498:** Endo International denies the allegations in
12 Paragraph 498 of the Complaint to the extent they relate to Endo International. To the extent the
13 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
14 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
15 belief as to the truth of the allegations in Paragraph 498 to the extent they relate to other
16 defendants and denies them on that basis.

17 **ANSWER TO PARAGRAPH 499:** Endo International denies the allegations in
18 Paragraph 499 of the Complaint to the extent they relate to Endo International. To the extent the
19 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
20 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
21 belief as to the truth of the allegations in Paragraph 499 to the extent they relate to other
22 defendants and denies them on that basis.

23 **ANSWER TO PARAGRAPH 500:** Endo International denies the allegations in
24 Paragraph 500 of the Complaint to the extent they relate to Endo International. To the extent the
25 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
26 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
27 belief as to the truth of the allegations in Paragraph 500 to the extent they relate to other
28 defendants and denies them on that basis.

1 **ANSWER TO PARAGRAPH 501:** Endo International denies the allegations in
2 Paragraph 501 of the Complaint to the extent they relate to Endo International. To the extent the
3 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
4 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
5 belief as to the truth of the allegations in Paragraph 501 to the extent they relate to other
6 defendants and denies them on that basis.

7 **ANSWER TO PARAGRAPH 502:** Paragraph 502 of the Complaint concerns a
8 defendant other than Endo International, so Endo International is not required to respond. To the
9 extent Endo International is required to respond, Endo International lacks knowledge or
10 information sufficient to form a belief as to the truth of the allegations in Paragraph 502 and
11 denies them on that basis.

12 **ANSWER TO PARAGRAPH 503:** Endo International denies the allegations in
13 Paragraph 503 of the Complaint and the heading preceding it to the extent they relate to Endo
14 International. To the extent the allegations in Paragraph 503 and the heading preceding it relate to
15 its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
16 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
17 of the remaining allegations in Paragraph 503 and the heading preceding it and denies them on
18 that basis.

19 **ANSWER TO PARAGRAPH 504:** Endo International denies the allegations in
20 Paragraph 504 of the Complaint to the extent they relate to Endo International. To the extent the
21 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
22 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
23 belief as to the truth of the allegations in Paragraph 504 to the extent they relate to other
24 defendants and denies them on that basis.

25 **ANSWER TO PARAGRAPH 505:** Endo International denies the allegations in
26 Paragraph 505 of the Complaint to the extent they relate to Endo International. To the extent the
27 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
28

1 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
2 belief as to the truth of the remaining allegations in Paragraph 505 and denies them on that basis.

3 **ANSWER TO PARAGRAPH 506:** Endo International denies the allegations in
4 Paragraph 506 of the Complaint to the extent they relate to Endo International. To the extent the
5 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
6 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
7 belief as to the truth of the allegations in Paragraph 506 to the extent they relate to other
8 defendants and denies them on that basis.

9 **ANSWER TO PARAGRAPH 507:** Paragraph 507 of the Complaint concerns a
10 defendant other than Endo International, so Endo International is not required to respond. To the
11 extent Endo International is required to respond, Endo International lacks knowledge or
12 information sufficient to form a belief as to the truth of the allegations in Paragraph 507 and
13 denies them on that basis.

14 **ANSWER TO PARAGRAPH 508:** Endo International denies the allegations in
15 Paragraph 508 of the Complaint to the extent they relate to Endo International. To the extent the
16 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
17 by Endo USA and Par.

18 **ANSWER TO PARAGRAPH 509:** Paragraph 509 of the Complaint concerns a
19 defendant other than Endo International, so Endo International is not required to respond. To the
20 extent Endo International is required to respond, Endo International lacks knowledge or
21 information sufficient to form a belief as to the truth of the allegations in Paragraph 509 and
22 denies them on that basis.

23 **ANSWER TO PARAGRAPH 510:** Paragraph 510 of the Complaint concerns a
24 defendant other than Endo International, so Endo International is not required to respond. To the
25 extent Endo International is required to respond, Endo International lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph 510 and
27 denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 511:** Paragraph 511 of the Complaint concerns a
2 defendant other than Endo International, so Endo International is not required to respond. To the
3 extent Endo International is required to respond, Endo International lacks knowledge or
4 information sufficient to form a belief as to the truth of the allegations in Paragraph 511 and
5 denies them on that basis.

6 **ANSWER TO PARAGRAPH 512:** Paragraph 512 of the Complaint concerns a
7 defendant other than Endo International, so Endo International is not required to respond. To the
8 extent Endo International is required to respond, Endo International lacks knowledge or
9 information sufficient to form a belief as to the truth of the allegations in Paragraph 512 and
10 denies them on that basis.

11 **ANSWER TO PARAGRAPH 513:** Endo International denies the allegations in
12 Paragraph 513 of the Complaint and the heading preceding it to the extent they relate to Endo
13 International. To the extent the allegations in Paragraph 513 and the heading preceding it relate to
14 its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
15 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
16 of the allegations in Paragraph 513 and the heading preceding it to the extent they relate to other
17 defendants and denies them on that basis.

18 **ANSWER TO PARAGRAPH 514:** Paragraph 514 of the Complaint concerns a
19 defendant other than Endo International, so Endo International is not required to respond. To the
20 extent Endo International is required to respond, Endo International lacks knowledge or
21 information sufficient to form a belief as to the truth of the allegations in Paragraph 514 and
22 denies them on that basis.

23 **ANSWER TO PARAGRAPH 515:** Paragraph 515 of the Complaint concerns a
24 defendant other than Endo International, so Endo International is not required to respond. To the
25 extent Endo International is required to respond, Endo International lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph 515 and
27 denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 516:** Endo International denies the allegations in
2 Paragraph 516 of the Complaint and the heading preceding it to the extent they relate to Endo
3 International. To the extent the allegations in Paragraph 516 and the heading preceding it relate to
4 its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
5 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
6 of the allegations in Paragraph 516 and the heading preceding it to the extent they relate to other
7 defendants and denies them on that basis.

8 **ANSWER TO PARAGRAPH 517:** Endo International lacks knowledge or information
9 sufficient to form a belief as to the truth of the allegations in Paragraph 517 of the Complaint and
10 denies them on that basis.

11 **ANSWER TO PARAGRAPH 518:** Paragraph 518 of the Complaint purports to
12 characterize writings which speak for themselves, and Endo International denies Plaintiff's
13 characterization of them. Endo International denies the allegations in Paragraph 518 to the extent
14 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
15 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
16 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
17 Paragraph 518 and denies them on that basis.

18 **ANSWER TO PARAGRAPH 519:** Paragraph 519 of the Complaint purports to
19 characterize writings which speak for themselves, and Endo International denies Plaintiff's
20 characterization of them. Endo International denies the allegations in Paragraph 519 to the extent
21 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
22 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
23 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
24 Paragraph 519 and denies them on that basis.

25 **ANSWER TO PARAGRAPH 520:** Endo International lacks knowledge or information
26 sufficient to form a belief as to the truth of the allegations in Paragraph 520 of the Complaint and
27 denies them on that basis.

1 **ANSWER TO PARAGRAPH 521:** Paragraph 521 of the Complaint purports to
2 characterize writings which speak for themselves, and Endo International denies Plaintiff's
3 characterization of them. Endo International denies the allegations in Paragraph 521 to the extent
4 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
5 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
6 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
7 Paragraph 521 and denies them on that basis.

8 **ANSWER TO PARAGRAPH 522:** Endo International lacks knowledge or information
9 sufficient to form a belief as to the truth of the allegations in Paragraph 522 of the Complaint and
10 denies them on that basis.

11 **ANSWER TO PARAGRAPH 523:** Paragraph 523 of the Complaint and the heading
12 preceding it concern a defendant other than Endo International, so Endo International is not
13 required to respond. To the extent Endo International is required to respond, Endo International
14 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
15 Paragraph 523 and the heading preceding it and denies them on that basis.

16 **ANSWER TO PARAGRAPH 524:** Paragraph 524 of the Complaint concerns a
17 defendant other than Endo International, so Endo International is not required to respond. To the
18 extent Endo International is required to respond, Endo International lacks knowledge or
19 information sufficient to form a belief as to the truth of the allegations in Paragraph 524 and
20 denies them on that basis.

21 **ANSWER TO PARAGRAPH 525:** Paragraph 525 of the Complaint concerns a
22 defendant other than Endo International, so Endo International is not required to respond. To the
23 extent Endo International is required to respond, Endo International lacks knowledge or
24 information sufficient to form a belief as to the truth of the allegations in Paragraph 525 and
25 denies them on that basis.

26 **ANSWER TO PARAGRAPH 526:** Paragraph 526 of the Complaint concerns a
27 defendant other than Endo International, so Endo International is not required to respond. To the
28 extent Endo International is required to respond, Endo International lacks knowledge or

1 information sufficient to form a belief as to the truth of the allegations in Paragraph 526 and
2 denies them on that basis.

3 **ANSWER TO PARAGRAPH 527:** Paragraph 527 of the Complaint concerns a
4 defendant other than Endo International, so Endo International is not required to respond. To the
5 extent Endo International is required to respond, Endo International lacks knowledge or
6 information sufficient to form a belief as to the truth of the allegations in Paragraph 527 and
7 denies them on that basis.

8 **ANSWER TO PARAGRAPH 528:** Paragraph 528 of the Complaint concerns a
9 defendant other than Endo International, so Endo International is not required to respond. To the
10 extent Endo International is required to respond, Endo International lacks knowledge or
11 information sufficient to form a belief as to the truth of the allegations in Paragraph 528 and
12 denies them on that basis.

13 **ANSWER TO PARAGRAPH 529:** Paragraph 529 of the Complaint concerns a
14 defendant other than Endo International, so Endo International is not required to respond. To the
15 extent Endo International is required to respond, Endo International lacks knowledge or
16 information sufficient to form a belief as to the truth of the allegations in Paragraph 529 and
17 denies them on that basis.

18 **ANSWER TO PARAGRAPH 530:** Paragraph 530 of the Complaint concerns a
19 defendant other than Endo International, so Endo International is not required to respond. To the
20 extent Endo International is required to respond, Endo International lacks knowledge or
21 information sufficient to form a belief as to the truth of the allegations in Paragraph 530 and
22 denies them on that basis.

23 **ANSWER TO PARAGRAPH 531:** Paragraph 531 of the Complaint concerns a
24 defendant other than Endo International, so Endo International is not required to respond. To the
25 extent Endo International is required to respond, Endo International lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph 531 and
27 denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 532:** Paragraph 532 of the Complaint concerns a
2 defendant other than Endo International, so Endo International is not required to respond. To the
3 extent Endo International is required to respond, Endo International lacks knowledge or
4 information sufficient to form a belief as to the truth of the allegations in Paragraph 532 and
5 denies them on that basis.

6 **ANSWER TO PARAGRAPH 533:** Paragraph 533 of the Complaint concerns a
7 defendant other than Endo International, so Endo International is not required to respond. To the
8 extent Endo International is required to respond, Endo International lacks knowledge or
9 information sufficient to form a belief as to the truth of the allegations in Paragraph 533 and
10 denies them on that basis.

11 **ANSWER TO PARAGRAPH 534:** Paragraph 534 of the Complaint concerns a
12 defendant other than Endo International, so Endo International is not required to respond. To the
13 extent Endo International is required to respond, Endo International lacks knowledge or
14 information sufficient to form a belief as to the truth of the allegations in Paragraph 534 and
15 denies them on that basis.

16 **ANSWER TO PARAGRAPH 535:** Paragraph 535 of the Complaint concerns a
17 defendant other than Endo International, so Endo International is not required to respond. To the
18 extent Endo International is required to respond, Endo International lacks knowledge or
19 information sufficient to form a belief as to the truth of the allegations in Paragraph 535 and
20 denies them on that basis.

21 **ANSWER TO PARAGRAPH 536:** Paragraph 536 of the Complaint concerns a
22 defendant other than Endo International, so Endo International is not required to respond. To the
23 extent Endo International is required to respond, Endo International lacks knowledge or
24 information sufficient to form a belief as to the truth of the allegations in Paragraph 536 and
25 denies them on that basis.

26 **ANSWER TO PARAGRAPH 537:** Paragraph 537 of the Complaint concerns a
27 defendant other than Endo International, so Endo International is not required to respond. To the
28 extent Endo International is required to respond, Endo International lacks knowledge or

1 information sufficient to form a belief as to the truth of the allegations in Paragraph 537 and
2 denies them on that basis.

3 **ANSWER TO PARAGRAPH 538:** Endo International denies the allegations in
4 Paragraph 538 of the Complaint and the headings preceding it to the extent they relate to Endo
5 International. To the extent the allegations in Paragraph 538 and the headings preceding it relate
6 to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
7 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
8 of the remaining allegations in Paragraph 538 and the headings preceding it and denies them on
9 that basis.

10 **ANSWER TO PARAGRAPH 539:** Paragraph 539 of the Complaint purports to
11 characterize writings which speak for themselves, and Endo International denies Plaintiff's
12 characterization of them. Endo International denies the allegations in Paragraph 539 to the extent
13 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
14 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
15 knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph
16 539 to the extent they relate to other defendants and denies them on that basis.

17 **ANSWER TO PARAGRAPH 540:** Paragraph 540 of the Complaint concerns a
18 defendant other than Endo International, so Endo International is not required to respond. To the
19 extent Endo International is required to respond, Endo International lacks knowledge or
20 information sufficient to form a belief as to the truth of the allegations in Paragraph 540 and
21 denies them on that basis.

22 **ANSWER TO PARAGRAPH 541:** Endo International denies the allegations in
23 Paragraph 541 of the Complaint to the extent they relate to Endo International. To the extent the
24 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
25 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
26 belief as to the truth of the allegations in Paragraph 541 to the extent they relate to other
27 defendants and denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 542:** Paragraph 542 of the Complaint purports to
2 characterize studies which speak for themselves, and Endo International denies Plaintiff's
3 characterization of them. Endo International lacks knowledge or information sufficient to form a
4 belief as to the truth of the remaining allegations in Paragraph 542 and denies them on that basis.

5 **ANSWER TO PARAGRAPH 543:** Endo International denies the allegations in
6 Paragraph 543 of the Complaint to the extent they relate to Endo International. To the extent the
7 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
8 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
9 belief as to the truth of the remaining allegations in Paragraph 543 and denies them on that basis.

10 **ANSWER TO PARAGRAPH 544:** Endo International denies the allegations in
11 Paragraph 544 of the Complaint to the extent they relate to Endo International. To the extent the
12 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
13 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
14 belief as to the truth of the remaining allegations in Paragraph 544 and denies them on that basis.

15 **ANSWER TO PARAGRAPH 545:** Paragraph 545 of the Complaint purports to
16 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
17 characterization of it. Endo International denies the allegations in the heading preceding
18 Paragraph 545 to the extent they relate to Endo International and denies any insinuation that the
19 opioid abuse crisis involves solely the misuse or abuse of prescription opioid medications. To the
20 extent the allegations in Paragraph 545 and the heading preceding it relate to its U.S. subsidiaries,
21 Endo International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International
22 lacks knowledge or information sufficient to form a belief as to the truth of the remaining
23 allegations in Paragraph 545 and the heading preceding it and denies them on that basis.

24 **ANSWER TO PARAGRAPH 546:** Paragraph 546 of the Complaint purports to
25 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
26 characterization of it. Endo International lacks knowledge or information sufficient to form a
27 belief as to the truth of the remaining allegations in Paragraph 546 and denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 547:** The allegations in Paragraph 547 of the Complaint
2 and the heading preceding it contain legal conclusions or arguments that require no answer. To
3 the extent an answer is required, Endo International denies the allegations of Paragraph 547 and
4 the heading preceding it to the extent they relate to Endo International. To the extent the
5 allegations in Paragraph 547 and the heading preceding it relate to its U.S. subsidiaries, Endo
6 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
7 knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph
8 547 and the heading preceding it to the extent they relate to other defendants and denies them on
9 that basis.

10 **ANSWER TO PARAGRAPH 548:** The allegations in Paragraph 548 of the Complaint
11 contain legal conclusions or arguments that require no answer. To the extent an answer is
12 required, Endo International admits that Defendants cannot engage in the unlawful sale of
13 controlled substances and that there are laws and regulations that govern the manufacture and
14 distribution of controlled substances, based on its knowledge of its U.S. subsidiaries' businesses.
15 Endo International denies the allegations in Paragraph 548 to the extent they relate to Endo
16 International. To the extent the allegations relate to its U.S. subsidiaries, Endo International refers
17 Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
18 information sufficient to form a belief as to the truth of the allegations in Paragraph 548 to the
19 extent they relate to other defendants and denies them on that basis.

20 **ANSWER TO PARAGRAPH 549:** The allegations in Paragraph 549 of the Complaint
21 contain legal conclusions or arguments that require no answer. To the extent an answer is
22 required, Endo International admits that federal law and regulations require certain parties to
23 register as manufacturers or distributors of controlled substances under certain circumstances,
24 based on its knowledge of its U.S. subsidiaries' businesses, but denies the remaining allegations to
25 the extent they purport to characterize the federal law and regulations. To the extent the
26 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
27 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
28

1 belief as to the truth of the allegations in Paragraph 549 to the extent they relate to other
2 defendants and denies them on that basis.

3 **ANSWER TO PARAGRAPH 550:** Endo International denies the allegations in
4 Paragraph 550 of the Complaint to the extent they relate to Endo International. To the extent the
5 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
6 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
7 belief as to the truth of the remaining allegations in Paragraph 550 and denies them on that basis.

8 **ANSWER TO PARAGRAPH 551:** Paragraph 551 of the Complaint purports to
9 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
10 characterization of it.

11 **ANSWER TO PARAGRAPH 552:** Paragraph 552 of the Complaint and the heading
12 preceding it concern a defendant other than Endo International, so Endo International is not
13 required to respond. To the extent Endo International is required to respond, Endo International
14 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
15 Paragraph 552 and the heading preceding it and denies them on that basis.

16 **ANSWER TO PARAGRAPH 553:** Endo International denies the allegations in
17 Paragraph 553 of the Complaint to the extent they relate to Endo International. To the extent the
18 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
19 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
20 belief as to the truth of the allegations in Paragraph 553 to the extent they relate to other
21 defendants and denies them on that basis.

22 **ANSWER TO PARAGRAPH 554:** Paragraph 554 of the Complaint concerns a
23 defendant other than Endo International, so Endo International is not required to respond. To the
24 extent Endo International is required to respond, Endo International lacks knowledge or
25 information sufficient to form a belief as to the truth of the allegations in Paragraph 554 and
26 denies them on that basis.

27 **ANSWER TO PARAGRAPH 555:** Paragraph 555 of the Complaint concerns a
28 defendant other than Endo International, so Endo International is not required to respond. To the

1 extent Endo International is required to respond, Endo International lacks knowledge or
2 information sufficient to form a belief as to the truth of the allegations in Paragraph 555 and
3 denies them on that basis.

4 **ANSWER TO PARAGRAPH 556:** Endo International denies the allegations in
5 Paragraph 556 of the Complaint to the extent they relate to Endo International. To the extent the
6 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
7 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
8 belief as to the truth of the allegations in Paragraph 556 to the extent they relate to other
9 defendants and denies them on that basis.

10 **ANSWER TO PARAGRAPH 557:** The allegations in Paragraph 557 of the Complaint
11 contain legal conclusions or arguments that require no answer. To the extent an answer is
12 required, Endo International admits that there are laws and regulations that govern the
13 manufacture and distribution of controlled substances, based on its knowledge of its U.S.
14 subsidiaries' businesses, but denies Plaintiff's characterization of them.

15 **ANSWER TO PARAGRAPH 558:** Paragraph 558 of the Complaint concerns a
16 defendant other than Endo International, so Endo International is not required to respond. To the
17 extent Endo International is required to respond, Endo International lacks knowledge or
18 information sufficient to form a belief as to the truth of the allegations in Paragraph 558 and
19 denies them on that basis.

20 **ANSWER TO PARAGRAPH 559:** The allegations in Paragraph 559 of the Complaint
21 contain legal conclusions or arguments that require no answer. To the extent an answer is
22 required, Endo International admits that the Controlled Substances Act ("CSA") and
23 corresponding regulations impose certain obligations with respect to the manufacture, distribution,
24 and dispensing of controlled substances, based on its knowledge of its U.S. subsidiaries'
25 businesses, but denies the remaining allegations in Paragraph 559 to the extent they purport to
26 characterize the law.

27 **ANSWER TO PARAGRAPH 560:** Paragraph 560 of the Complaint concerns a
28 defendant other than Endo International, so Endo International is not required to respond. To the

1 extent Endo International is required to respond, Endo International lacks knowledge or
2 information sufficient to form a belief as to the truth of the allegations in Paragraph 560 and
3 denies them on that basis.

4 **ANSWER TO PARAGRAPH 561:** The allegations in Paragraph 561 of the Complaint
5 contain legal conclusions or arguments that require no answer. To the extent an answer is
6 required, Endo International lacks knowledge or information sufficient to form a belief as to the
7 truth of the allegations in Paragraph 561 and denies them on that basis.

8 **ANSWER TO PARAGRAPH 562:** The allegations in Paragraph 562 of the Complaint
9 contain legal conclusions or arguments that require no answer. To the extent an answer is
10 required, Endo International lacks knowledge or information sufficient to form a belief as to the
11 truth of the allegations in Paragraph 562 and denies them on that basis.

12 **ANSWER TO PARAGRAPH 563:** Paragraph 563 of the Complaint concerns a
13 defendant other than Endo International, so Endo International is not required to respond. To the
14 extent Endo International is required to respond, Endo International lacks knowledge or
15 information sufficient to form a belief as to the truth of the allegations in Paragraph 563 and
16 denies them on that basis.

17 **ANSWER TO PARAGRAPH 564:** Paragraph 564 of the Complaint concerns a
18 defendant other than Endo International, so Endo International is not required to respond. To the
19 extent Endo International is required to respond, Endo International lacks knowledge or
20 information sufficient to form a belief as to the truth of the allegations in Paragraph 564 and
21 denies them on that basis.

22 **ANSWER TO PARAGRAPH 565:** Paragraph 565 of the Complaint concerns a
23 defendant other than Endo International, so Endo International is not required to respond. To the
24 extent Endo International is required to respond, Endo International lacks knowledge or
25 information sufficient to form a belief as to the truth of the allegations in Paragraph 565 and
26 denies them on that basis.

27 **ANSWER TO PARAGRAPH 566:** Paragraph 566 of the Complaint concerns a
28 defendant other than Endo International, so Endo International is not required to respond. To the

1 extent Endo International is required to respond, Endo International lacks knowledge or
2 information sufficient to form a belief as to the truth of the allegations in Paragraph 566 and
3 denies them on that basis.

4 **ANSWER TO PARAGRAPH 567:** Paragraph 567 of the Complaint concerns a
5 defendant other than Endo International, so Endo International is not required to respond. To the
6 extent Endo International is required to respond, Endo International lacks knowledge or
7 information sufficient to form a belief as to the truth of the allegations in Paragraph 567 and
8 denies them on that basis.

9 **ANSWER TO PARAGRAPH 568:** Paragraph 568 of the Complaint concerns a
10 defendant other than Endo International, so Endo International is not required to respond. To the
11 extent Endo International is required to respond, Endo International lacks knowledge or
12 information sufficient to form a belief as to the truth of the allegations in Paragraph 568 and
13 denies them on that basis.

14 **ANSWER TO PARAGRAPH 569:** Paragraph 569 of the Complaint concerns a
15 defendant other than Endo International, so Endo International is not required to respond. To the
16 extent Endo International is required to respond, Endo International lacks knowledge or
17 information sufficient to form a belief as to the truth of the allegations in Paragraph 569 and
18 denies them on that basis.

19 **ANSWER TO PARAGRAPH 570:** Paragraph 570 of the Complaint concerns a
20 defendant other than Endo International, so Endo International is not required to respond. To the
21 extent Endo International is required to respond, Endo International lacks knowledge or
22 information sufficient to form a belief as to the truth of the allegations in Paragraph 570 and
23 denies them on that basis.

24 **ANSWER TO PARAGRAPH 571:** Paragraph 571 of the Complaint concerns a
25 defendant other than Endo International, so Endo International is not required to respond. To the
26 extent Endo International is required to respond, Endo International lacks knowledge or
27 information sufficient to form a belief as to the truth of the allegations in Paragraph 571 and
28 denies them on that basis.

1 **ANSWER TO PARAGRAPH 572:** Paragraph 572 of the Complaint concerns a
2 defendant other than Endo International, so Endo International is not required to respond. To the
3 extent Endo International is required to respond, Endo International lacks knowledge or
4 information sufficient to form a belief as to the truth of the allegations in Paragraph 572 and
5 denies them on that basis.

6 **ANSWER TO PARAGRAPH 573:** Paragraph 573 of the Complaint concerns a
7 defendant other than Endo International, so Endo International is not required to respond. To the
8 extent Endo International is required to respond, Endo International lacks knowledge or
9 information sufficient to form a belief as to the truth of the allegations in Paragraph 573 and
10 denies them on that basis.

11 **ANSWER TO PARAGRAPH 574:** Paragraph 574 of the Complaint concerns a
12 defendant other than Endo International, so Endo International is not required to respond. To the
13 extent Endo International is required to respond, Endo International lacks knowledge or
14 information sufficient to form a belief as to the truth of the allegations in Paragraph 574 and
15 denies them on that basis.

16 **ANSWER TO PARAGRAPH 575:** Paragraph 575 of the Complaint concerns a
17 defendant other than Endo International, so Endo International is not required to respond. To the
18 extent Endo International is required to respond, Endo International lacks knowledge or
19 information sufficient to form a belief as to the truth of the allegations in Paragraph 575 and
20 denies them on that basis.

21 **ANSWER TO PARAGRAPH 576:** Paragraph 576 of the Complaint concerns a
22 defendant other than Endo International, so Endo International is not required to respond. To the
23 extent Endo International is required to respond, Endo International lacks knowledge or
24 information sufficient to form a belief as to the truth of the allegations in Paragraph 576 and
25 denies them on that basis.

26 **ANSWER TO PARAGRAPH 577:** Paragraph 577 of the Complaint concerns a
27 defendant other than Endo International, so Endo International is not required to respond. To the
28 extent Endo International is required to respond, Endo International lacks knowledge or

1 information sufficient to form a belief as to the truth of the allegations in Paragraph 577 and
2 denies them on that basis.

3 **ANSWER TO PARAGRAPH 578:** Paragraph 578 of the Complaint concerns a
4 defendant other than Endo International, so Endo International is not required to respond. To the
5 extent Endo International is required to respond, Endo International lacks knowledge or
6 information sufficient to form a belief as to the truth of the allegations in Paragraph 578 and
7 denies them on that basis.

8 **ANSWER TO PARAGRAPH 579:** The allegations in Paragraph 579 of the Complaint
9 and the heading preceding it contain legal conclusions or arguments that require no answer. To
10 the extent an answer is required, Endo International admits that there are laws and regulations that
11 govern the manufacture and distribution of controlled substances, based on its knowledge of its
12 U.S. subsidiaries' businesses, but denies Plaintiff's characterization of what those laws require.
13 Endo International denies the remaining allegations in Paragraph 579 to the extent they relate to
14 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
15 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
16 information sufficient to form a belief as to the truth of the allegations in Paragraph 579 to the
17 extent they relate to other defendants and denies them on that basis.

18 **ANSWER TO PARAGRAPH 580:** The allegations in Paragraph 580 of the Complaint
19 contain legal conclusions or arguments that require no answer. To the extent an answer is
20 required, Endo International denies Plaintiff's characterization of the law and denies the remaining
21 allegations in Paragraph 580 to the extent they relate to Endo International. To the extent the
22 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
23 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
24 belief as to the truth of the allegations in Paragraph 580 to the extent they relate to other
25 defendants and denies them on that basis.

26 **ANSWER TO PARAGRAPH 581:** The allegations in Paragraph 581 of the Complaint
27 contain legal conclusions or arguments that require no answer. To the extent an answer is
28 required, Endo International admits that information conveyed by pharmaceutical manufacturers

1 should be accurate and truthful. Endo International denies any insinuation that its conduct did not
2 comport with this principle and maintains that it does not manufacture, distribute, sell, or market
3 any product, including any of the prescription opioid medications at issue in this suit. To the
4 extent the allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the
5 Answers filed by Endo USA and Par. Endo International lacks knowledge or information
6 sufficient to form a belief as to the truth of the allegations in Paragraph 581 to the extent they
7 relate to other defendants and denies them on that basis.

8 **ANSWER TO PARAGRAPH 582:** Paragraph 582 of the Complaint purports to
9 characterize statutes and regulations which speak for themselves, and Endo International denies
10 Plaintiff's characterization of them. The remaining allegations in Paragraph 582 contain legal
11 conclusions or arguments that require no answer. To the extent an answer is required, Endo
12 International denies the allegations in Paragraph 582 to the extent they relate to Endo
13 International. To the extent the allegations relate to its U.S. subsidiaries, Endo International refers
14 Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
15 information sufficient to form a belief as to the truth of the allegations in Paragraph 582 to the
16 extent they relate to other defendants and denies them on that basis.

17 **ANSWER TO PARAGRAPH 583:** The allegations in Paragraph 583 of the Complaint
18 contain legal conclusions or arguments that require no answer. To the extent an answer is
19 required, Endo International lacks knowledge or information sufficient to form a belief as to the
20 truth of the allegations in Paragraph 583, which refer to unspecified state laws, and denies them on
21 that basis.

22 **ANSWER TO PARAGRAPH 584:** The allegations in Paragraph 584 of the Complaint
23 contain legal conclusions or arguments that require no answer. To the extent an answer is
24 required, Paragraph 584 purports to characterize a statute, regulations, legislative history, and
25 other writings which speak for themselves, and Endo International denies Plaintiff's
26 characterization of them and denies the allegations in Paragraph 584 to the extent they relate to
27 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
28 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or

1 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 584
2 and denies them on that basis.

3 **ANSWER TO PARAGRAPH 585:** The allegations in Paragraph 585 of the Complaint
4 contain legal conclusions or arguments that require no answer. To the extent an answer is
5 required, Endo International admits that the CSA imposes certain obligations with respect to the
6 manufacture and distribution of controlled substances, based on its knowledge of its U.S.
7 subsidiaries' businesses, but denies the remaining allegations in Paragraph 585 to the extent they
8 purport to characterize the CSA.

9 **ANSWER TO PARAGRAPH 586:** The allegations in Paragraph 586 of the Complaint
10 and its subparts thereto contain legal conclusions or arguments that require no answer. To the
11 extent an answer is required, Endo International admits that the DEA establishes annual quotas
12 with respect to certain controlled substances, based on its knowledge of its U.S. subsidiaries'
13 businesses. Paragraph 586 purports to characterize the CSA which speaks for itself, and Endo
14 International denies Plaintiff's characterization it. Endo International lacks knowledge or
15 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 586
16 and denies them on that basis.

17 **ANSWER TO PARAGRAPH 587:** The allegations in Paragraph 587 of the Complaint
18 contain legal conclusions or arguments that require no answer. To the extent an answer is
19 required, Endo International admits that the DEA establishes quotas with respect to certain
20 controlled substances, based on its knowledge of its U.S. subsidiaries' businesses, but denies the
21 remaining allegations in Paragraph 587 to the extent they purport to characterize the law.

22 **ANSWER TO PARAGRAPH 588:** The allegations in Paragraph 588 of the Complaint
23 contain legal conclusions or arguments that require no answer. To the extent an answer is
24 required, Endo International admits that the CSA and corresponding regulations impose certain
25 obligations with respect to the manufacture and distribution of controlled substances, based on its
26 knowledge of its U.S. subsidiaries' businesses, but denies the remaining allegations in Paragraph
27 588 to the extent they purport to characterize the law.

28

1 **ANSWER TO PARAGRAPH 589:** The allegations in Paragraph 589 of the Complaint
2 contain legal conclusions or arguments that require no answer. To the extent an answer is
3 required, Endo International admits that there are laws that govern the manufacture and
4 distribution of controlled substances, based on its knowledge of its U.S. subsidiaries' businesses,
5 but denies the remaining allegations in Paragraph 589 to the extent they purport to characterize the
6 law.

7 **ANSWER TO PARAGRAPH 590:** The allegations in Paragraph 590 of the Complaint
8 contain legal conclusions or arguments that require no answer. To the extent an answer is
9 required, Endo International admits that there are laws that govern the manufacture and
10 distribution of controlled substances, based on its knowledge of its U.S. subsidiaries' businesses,
11 but denies the remaining allegations in Paragraph 590 to the extent they purport to characterize the
12 law.

13 **ANSWER TO PARAGRAPH 591:** The allegations in Paragraph 591 of the Complaint
14 contain legal conclusions or arguments that require no answer. To the extent an answer is
15 required, Endo International admits that there are laws and regulations that govern the
16 manufacture and distribution of controlled substances, based on its knowledge of its U.S.
17 subsidiaries' businesses, but denies the remaining allegations in Paragraph 591 to the extent they
18 purport to characterize the law.

19 **ANSWER TO PARAGRAPH 592:** The allegations in Paragraph 592 of the Complaint
20 contain legal conclusions or arguments that require no answer. To the extent an answer is
21 required, Endo International admits that there are laws and regulations that govern the
22 manufacture and distribution of controlled substances, based on its knowledge of its U.S.
23 subsidiaries' businesses, but denies the remaining allegations in Paragraph 592 to the extent they
24 purport to characterize the law.

25 **ANSWER TO PARAGRAPH 593:** Paragraph 593 of the Complaint concerns a
26 defendant other than Endo International, so Endo International is not required to respond. To the
27 extent Endo International is required to respond, Endo International lacks knowledge or
28

1 information sufficient to form a belief as to the truth of the allegations in Paragraph 593 and
2 denies them on that basis.

3 **ANSWER TO PARAGRAPH 594:** Endo International denies the allegations in
4 Paragraph 594 of the Complaint to the extent they relate to Endo International. To the extent the
5 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
6 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
7 belief as to the truth of the allegations in Paragraph 594 to the extent they relate to other
8 defendants and denies them on that basis.

9 **ANSWER TO PARAGRAPH 595:** The allegations in Paragraph 595 of the Complaint
10 contain legal conclusions or arguments that require no answer. To the extent an answer is
11 required, Endo International admits there are laws and regulations that govern the manufacture
12 and distribution of controlled substances, based on its knowledge of its U.S. subsidiaries'
13 businesses, but denies the allegations in Paragraph 595 to the extent they purport to characterize
14 the law.

15 **ANSWER TO PARAGRAPH 596:** The allegations in Paragraph 596 of the Complaint
16 contain legal conclusions or arguments that require no answer. To the extent an answer is
17 required, Endo International denies the allegations in Paragraph 596 to the extent they relate to
18 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
19 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
20 information sufficient to form a belief as to the truth of the allegations in Paragraph 596 to the
21 extent they relate to other defendants and denies them on that basis.

22 **ANSWER TO PARAGRAPH 597:** The allegations in Paragraph 597 of the Complaint
23 and the heading preceding it contain legal conclusions or arguments that require no answer. To
24 the extent an answer is required, Endo International admits that there are laws and regulations that
25 govern the manufacture and distribution of controlled substances, based on its knowledge of its
26 U.S. subsidiaries' businesses. To the extent the allegations in Paragraph 597 and the heading
27 preceding it relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
28 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a

1 belief as to the truth of the remaining allegations in Paragraph 597 and the heading preceding it
2 and denies them on that basis.

3 **ANSWER TO PARAGRAPH 598:** The allegations in Paragraph 598 of the Complaint
4 contain legal conclusions or arguments that require no answer. To the extent an answer is
5 required, Endo International admits that there are laws and regulations that govern the
6 manufacture and distribution of controlled substances, based on its knowledge of its U.S.
7 subsidiaries' businesses, but denies the remaining allegations to the extent they relate to Endo
8 International. To the extent the allegations relate to its U.S. subsidiaries, Endo International refers
9 Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
10 information sufficient to form a belief as to the truth of the allegations in Paragraph 598 to the
11 extent they relate to other defendants and denies them on that basis.

12 **ANSWER TO PARAGRAPH 599:** Paragraph 599 of the Complaint concerns a
13 defendant other than Endo International, so Endo International is not required to respond. To the
14 extent Endo International is required to respond, Endo International lacks knowledge or
15 information sufficient to form a belief as to the truth of the allegations in Paragraph 599 and
16 denies them on that basis.

17 **ANSWER TO PARAGRAPH 600:** Paragraph 600 of the Complaint purports to
18 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
19 characterization of it. Endo International lacks knowledge or information sufficient to form a
20 belief as to the truth of the remaining allegations in Paragraph 600 and denies them on that basis.

21 **ANSWER TO PARAGRAPH 601:** Endo International admits that there are laws and
22 regulations that govern the manufacture and distribution of controlled substances that are
23 administered by the DEA, based on its knowledge of its U.S. subsidiaries' businesses. Endo
24 International lacks knowledge or information sufficient to form a belief as to the truth of the
25 remaining allegations in Paragraph 601 of the Complaint and denies them on that basis.

26 **ANSWER TO PARAGRAPH 602:** Paragraph 602 of the Complaint purports to
27 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
28 characterization of it.

1 **ANSWER TO PARAGRAPH 603:** Paragraph 603 of the Complaint purports to
2 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
3 characterization of it.

4 **ANSWER TO PARAGRAPH 604:** Endo International denies the allegations in
5 Paragraph 604 of the Complaint and the heading preceding it to the extent they relate to Endo
6 International. To the extent the allegations in Paragraph 604 and the heading preceding it relate to
7 its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
8 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
9 of the allegations in Paragraph 604 and the heading preceding it to the extent they relate to other
10 defendants and denies them on that basis.

11 **ANSWER TO PARAGRAPH 605:** Endo International denies the allegations in
12 Paragraph 605 of the Complaint to the extent they relate to Endo International. Paragraph 605
13 also purports to characterize a writing which speaks for itself, and Endo International denies
14 Plaintiff's characterization of it. To the extent the allegations relate to its U.S. subsidiaries, Endo
15 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
16 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
17 Paragraph 605 and denies them on that basis.

18 **ANSWER TO PARAGRAPH 606:** Endo International denies the allegations in
19 Paragraph 606 of the Complaint to the extent they relate to Endo International. To the extent the
20 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
21 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
22 belief as to the truth of the remaining allegations in Paragraph 606 and denies them on that basis.

23 **ANSWER TO PARAGRAPH 607:** Endo International denies the allegations in
24 Paragraph 607 of the Complaint to the extent they relate to Endo International. To the extent the
25 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
26 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
27 belief as to the truth of the remaining allegations in Paragraph 607 and denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 608:** Endo International denies the allegations in
2 Paragraph 608 of the Complaint to the extent they relate to Endo International. To the extent the
3 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
4 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
5 belief as to the truth of the remaining allegations in Paragraph 608 and denies them on that basis.

6 **ANSWER TO PARAGRAPH 609:** Endo International denies the allegations in
7 Paragraph 609 of the Complaint to the extent they relate to Endo International. To the extent the
8 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
9 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
10 belief as to the truth of the allegations in Paragraph 609 to the extent they relate to other
11 defendants and denies them on that basis.

12 **ANSWER TO PARAGRAPH 610:** Endo International lacks knowledge or information
13 sufficient to form a belief as to the truth of the allegations in Paragraph 610 of the Complaint and
14 denies them on that basis.

15 **ANSWER TO PARAGRAPH 611:** Paragraph 611 of the Complaint purports to
16 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
17 characterization of it.

18 **ANSWER TO PARAGRAPH 612:** Endo International denies the allegations in
19 Paragraph 612 of the Complaint to the extent they relate to Endo International. To the extent the
20 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
21 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
22 belief as to the truth of the remaining allegations in Paragraph 612 and the footnote thereto and
23 denies them on that basis.

24 **ANSWER TO PARAGRAPH 613:** Paragraph 613 of the Complaint purports to
25 characterize a website which speaks for itself, and Endo International denies Plaintiff's
26 characterization of it. Endo International denies the allegations in Paragraph 613 to the extent
27 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
28 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks

1 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
2 Paragraph 613 and denies them on that basis.

3 **ANSWER TO PARAGRAPH 614:** Paragraph 614 of the Complaint purports to
4 characterize a website which speaks for itself, and Endo International denies Plaintiff's
5 characterization of it. Endo International denies the allegations in Paragraph 614 to the extent
6 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
7 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
8 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
9 Paragraph 614 and denies them on that basis.

10 **ANSWER TO PARAGRAPH 615:** Paragraph 615 of the Complaint purports to
11 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
12 characterization of it.

13 **ANSWER TO PARAGRAPH 616:** Paragraph 616 of the Complaint purports to
14 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
15 characterization of it.

16 **ANSWER TO PARAGRAPH 617:** Endo International denies the allegations in
17 Paragraph 617 of the Complaint to the extent they relate to Endo International. To the extent the
18 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
19 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
20 belief as to the truth of the remaining allegations in Paragraph 617 and denies them on that basis.

21 **ANSWER TO PARAGRAPH 618:** Paragraph 618 of the Complaint purports to
22 characterize a website which speaks for itself, and Endo International denies Plaintiff's
23 characterization of it. Endo International denies the allegations in Paragraph 618 to the extent
24 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
25 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
26 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
27 Paragraph 618 and denies them on that basis.

1 **ANSWER TO PARAGRAPH 619:** Paragraph 619 of the Complaint purports to
2 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
3 characterization of it. Endo International lacks knowledge or information sufficient to form a
4 belief as to the truth of the remaining allegations in Paragraph 619 and denies them on that basis.

5 **ANSWER TO PARAGRAPH 620:** Endo International denies the allegations in
6 Paragraph 620 of the Complaint to the extent they relate to Endo International. To the extent the
7 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
8 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
9 belief as to the truth of the remaining allegations in Paragraph 620 and denies them on that basis.

10 **ANSWER TO PARAGRAPH 621:** Endo International denies the allegations in
11 Paragraph 621 of the Complaint to the extent they relate to Endo International. To the extent the
12 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
13 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
14 belief as to the truth of the allegations in Paragraph 621 to the extent they relate to other
15 defendants and denies them on that basis.

16 **ANSWER TO PARAGRAPH 622:** Endo International denies the allegations in
17 Paragraph 622 of the Complaint to the extent they relate to Endo International. To the extent the
18 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
19 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
20 belief as to the truth of the remaining allegations in Paragraph 622 and denies them on that basis.

21 **ANSWER TO PARAGRAPH 623:** Paragraph 623 of the Complaint purports to
22 characterize writings which speak for themselves, and Endo International denies Plaintiff's
23 characterization of them. Endo International denies the allegations in Paragraph 623 to the extent
24 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
25 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
26 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
27 Paragraph 623 and denies them on that basis.

28

1 **ANSWER TO PARAGRAPH 624:** Paragraph 624 of the Complaint purports to
2 characterize writings and testimony which speak for themselves, and Endo International denies
3 Plaintiff's characterization of them. Endo International denies the allegations in Paragraph 624 to
4 the extent they relate to Endo International. To the extent the allegations relate to its U.S.
5 subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and Par. Endo
6 International lacks knowledge or information sufficient to form a belief as to the truth of the
7 remaining allegations in Paragraph 624 and denies them on that basis.

8 **ANSWER TO PARAGRAPH 625:** Endo International denies the allegations in
9 Paragraph 625 of the Complaint to the extent they relate to Endo International. To the extent the
10 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
11 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
12 belief as to the truth of the remaining allegations in Paragraph 625 and denies them on that basis.

13 **ANSWER TO PARAGRAPH 626:** Endo International denies the allegations in
14 Paragraph 626 of the Complaint to the extent they relate to Endo International. To the extent the
15 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
16 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
17 belief as to the truth of the allegations in Paragraph 626 to the extent they relate to other
18 defendants and denies them on that basis.

19 **ANSWER TO PARAGRAPH 627:** Endo International denies the allegations in
20 Paragraph 627 of the Complaint to the extent they relate to Endo International. To the extent the
21 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
22 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
23 belief as to the truth of the allegations in Paragraph 627 to the extent they relate to other
24 defendants and denies them on that basis.

25 **ANSWER TO PARAGRAPH 628:** The allegations in Paragraph 628 of the Complaint
26 contain legal conclusions or arguments that require no answer. To the extent an answer is
27 required, Endo International admits that there are laws and regulations that govern the
28 manufacture and distribution of controlled substances, based on its knowledge of its U.S.

1 subsidiaries' businesses, but denies Plaintiff's characterization of the law and denies the remaining
2 allegations in Paragraph 628 to the extent they relate to Endo International. To the extent the
3 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
4 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
5 belief as to the truth of the allegations in Paragraph 628 to the extent they relate to other
6 defendants and denies them on that basis.

7 **ANSWER TO PARAGRAPH 629:** Endo International denies the allegations in
8 Paragraph 629 of the Complaint to the extent they relate to Endo International. To the extent the
9 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
10 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
11 belief as to the truth of the remaining allegations in Paragraph 629 and denies them on that basis.

12 **ANSWER TO PARAGRAPH 630:** The allegations in Paragraph 630 of the Complaint
13 contain legal conclusions or arguments that require no answer. To the extent an answer is
14 required, Endo International denies the allegations in Paragraph 630 to the extent they relate to
15 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
16 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
17 information sufficient to form a belief as to the truth of the allegations in Paragraph 630 to the
18 extent they relate to other defendants and denies them on that basis.

19 **ANSWER TO PARAGRAPH 631:** Paragraph 631 of the Complaint purports to
20 characterize data which speaks for itself, and Endo International denies Plaintiff's characterization
21 of it. Endo International denies the allegations in Paragraph 631 and the heading preceding it to
22 the extent they relate to Endo International. To the extent the allegations in Paragraph 631 and the
23 heading preceding it relate to its U.S. subsidiaries, Endo International refers Plaintiff to the
24 Answers filed by Endo USA and Par. Endo International lacks knowledge or information
25 sufficient to form a belief as to the truth of the remaining allegations in Paragraph 631 and the
26 heading preceding it and denies them on that basis.

27 **ANSWER TO PARAGRAPH 632:** Endo International denies the allegations in
28 Paragraph 632 of the Complaint to the extent they relate to Endo International. To the extent the

1 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
2 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
3 belief as to the truth of the remaining allegations in Paragraph 632 and denies them on that basis.

4 **ANSWER TO PARAGRAPH 633:** Endo International denies the allegations in
5 Paragraph 633 of the Complaint to the extent they relate to Endo International. To the extent the
6 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
7 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
8 belief as to the truth of the remaining allegations in Paragraph 633 and denies them on that basis.

9 **ANSWER TO PARAGRAPH 634:** Endo International denies the allegations in
10 Paragraph 634 of the Complaint to the extent they relate to Endo International. To the extent the
11 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
12 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
13 belief as to the truth of the allegations in Paragraph 634 to the extent they relate to other
14 defendants and denies them on that basis.

15 **ANSWER TO PARAGRAPH 635:** Endo International denies the allegations in
16 Paragraph 635 of the Complaint to the extent they relate to Endo International. To the extent the
17 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
18 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
19 belief as to the truth of the remaining allegations in Paragraph 635 and denies them on that basis.

20 **ANSWER TO PARAGRAPH 636:** Endo International denies the allegations in
21 Paragraph 636 of the Complaint to the extent they relate to Endo International. To the extent the
22 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
23 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
24 belief as to the truth of the remaining allegations in Paragraph 636 and denies them on that basis.

25 **ANSWER TO PARAGRAPH 637:** Endo International denies the allegations in
26 Paragraph 637 of the Complaint to the extent they relate to Endo International. To the extent the
27 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
28

1 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
2 belief as to the truth of the remaining allegations in Paragraph 637 and denies them on that basis.

3 **ANSWER TO PARAGRAPH 638:** Endo International denies the allegations in
4 Paragraph 638 of the Complaint to the extent they relate to Endo International. To the extent the
5 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
6 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
7 belief as to the truth of the remaining allegations in Paragraph 638 and denies them on that basis.

8 **ANSWER TO PARAGRAPH 639:** Endo International denies the allegations in
9 Paragraph 639 of the Complaint to the extent they relate to Endo International. To the extent the
10 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
11 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
12 belief as to the truth of the remaining allegations in Paragraph 639 and denies them on that basis.

13 **ANSWER TO PARAGRAPH 640:** Paragraph 640 of the Complaint purports to
14 characterize testimony which speaks for itself, and Endo International denies Plaintiff's
15 characterization of it. Endo International denies the allegations in Paragraph 640 to the extent
16 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
17 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
18 knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph
19 640 to the extent they relate to other defendants and denies them on that basis.

20 **ANSWER TO PARAGRAPH 641:** Endo International denies the allegations in
21 Paragraph 641 of the Complaint to the extent they relate to Endo International. To the extent the
22 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
23 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
24 belief as to the truth of the allegations in Paragraph 641 to the extent they relate to other
25 defendants and denies them on that basis.

26 **ANSWER TO PARAGRAPH 642:** Endo International denies the allegations in
27 Paragraph 642 to the extent they relate to Endo International. To the extent the allegations relate
28 to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and

1 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
2 of the allegations in Paragraph 642 to the extent they relate to other defendants and denies them on
3 that basis.

4 **ANSWER TO PARAGRAPH 643:** Paragraph 643 of the Complaint purports to
5 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
6 characterization of it.

7 **ANSWER TO PARAGRAPH 644:** Endo International denies the allegations in the first
8 sentence of Paragraph 644 of the Complaint to the extent they relate to Endo International. To the
9 extent the allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the
10 Answers filed by Endo USA and Par. Endo International lacks knowledge or information
11 sufficient to form a belief as to the truth of the remaining allegations in Paragraph 644 and denies
12 them on that basis.

13 **ANSWER TO PARAGRAPH 645:** Paragraph 645 of the Complaint concerns a
14 defendant other than Endo International, so Endo International is not required to respond. To the
15 extent Endo International is required to respond, Endo International lacks knowledge or
16 information sufficient to form a belief as to the truth of the allegations in Paragraph 645 and
17 denies them on that basis.

18 **ANSWER TO PARAGRAPH 646:** Paragraph 646 of the Complaint concerns a
19 defendant other than Endo International, so Endo International is not required to respond. To the
20 extent Endo International is required to respond, Endo International lacks knowledge or
21 information sufficient to form a belief as to the truth of the allegations in Paragraph 646 and
22 denies them on that basis.

23 **ANSWER TO PARAGRAPH 647:** Endo International denies the allegations in
24 Paragraph 647 of the Complaint to the extent they relate to Endo International. To the extent the
25 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
26 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
27 belief as to the truth of the remaining allegations in Paragraph 647 and denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 648:** Endo International denies the allegations in
2 Paragraph 648 of the Complaint to the extent they relate to Endo International. To the extent the
3 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
4 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
5 belief as to the truth of the allegations in Paragraph 648 to the extent they relate to other
6 defendants and denies them on that basis.

7 **ANSWER TO PARAGRAPH 649:** Paragraph 649 of the Complaint concerns a
8 defendant other than Endo International, so Endo International is not required to respond. To the
9 extent Endo International is required to respond, Endo International lacks knowledge or
10 information sufficient to form a belief as to the truth of the allegations in Paragraph 649 and
11 denies them on that basis.

12 **ANSWER TO PARAGRAPH 650:** Endo International denies the allegations in the first
13 sentence of Paragraph 650 of the Complaint to the extent they relate to Endo International. To the
14 extent the allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the
15 Answers filed by Endo USA and Par. Endo International lacks knowledge or information
16 sufficient to form a belief as to the truth of the allegations in Paragraph 650 to the extent they
17 relate to other defendants and denies them on that basis.

18 **ANSWER TO PARAGRAPH 651:** Endo International denies the allegations in
19 Paragraph 651 of the Complaint to the extent they relate to Endo International. To the extent the
20 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
21 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
22 belief as to the truth of the remaining allegations in Paragraph 651 and denies them on that basis.

23 **ANSWER TO PARAGRAPH 652:** Endo International denies the allegations in the first
24 sentence of Paragraph 652 of the Complaint to the extent they relate to Endo International. To the
25 extent the allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the
26 Answers filed by Endo USA and Par. Endo International lacks knowledge or information
27 sufficient to form a belief as to the truth of the remaining allegations in Paragraph 652 and denies
28 them on that basis.

1 **ANSWER TO PARAGRAPH 653:** Endo International denies the allegations in
2 Paragraph 653 of the Complaint to the extent they relate to Endo International. To the extent the
3 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
4 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
5 belief as to the truth of the remaining allegations in Paragraph 653 and denies them on that basis.

6 **ANSWER TO PARAGRAPH 654:** Endo International denies the allegations in
7 Paragraph 654 of the Complaint to the extent they relate to Endo International. Moreover,
8 Paragraph 654 purports to characterize the AOD which speaks for itself, and Endo International
9 denies Plaintiff's characterization of it. To the extent the allegations relate to its U.S. subsidiaries,
10 Endo International refers Plaintiff to the Answers filed by Endo USA and Par.

11 **ANSWER TO PARAGRAPH 655:** Endo International denies the allegations in
12 Paragraph 655 of the Complaint to the extent they relate to Endo International. To the extent the
13 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
14 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
15 belief as to the truth of the remaining allegations in Paragraph 655 and denies them on that basis.

16 **ANSWER TO PARAGRAPH 656:** The allegations in Paragraph 656 of the Complaint
17 and the heading preceding it contain legal conclusions or arguments that require no answer. To
18 the extent an answer is required, Endo International denies the allegations in Paragraph 656 and
19 the heading preceding it to the extent they relate to Endo International. To the extent the
20 allegations in Paragraph 656 and the heading preceding it relate to its U.S. subsidiaries, Endo
21 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
22 knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph
23 656 and the heading preceding it to the extent they relate to other defendants and denies them on
24 that basis.

25 **ANSWER TO PARAGRAPH 657:** Endo International denies the allegations in
26 Paragraph 657 of the Complaint to the extent they relate to Endo International. To the extent the
27 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
28

1 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
2 belief as to the truth of the remaining allegations in Paragraph 657 and denies them on that basis.

3 **ANSWER TO PARAGRAPH 658:** Paragraph 658 of the Complaint concerns a
4 defendant other than Endo International, so Endo International is not required to respond. To the
5 extent Endo International is required to respond, Endo International lacks knowledge or
6 information sufficient to form a belief as to the truth of the allegations in Paragraph 658 and
7 denies them on that basis.

8 **ANSWER TO PARAGRAPH 659:** Paragraph 659 of the Complaint concerns a
9 defendant other than Endo International, so Endo International is not required to respond. To the
10 extent Endo International is required to respond, Endo International lacks knowledge or
11 information sufficient to form a belief as to the truth of the allegations in Paragraph 659 and
12 denies them on that basis.

13 **ANSWER TO PARAGRAPH 660:** Paragraph 660 of the Complaint concerns a
14 defendant other than Endo International, so Endo International is not required to respond. To the
15 extent Endo International is required to respond, Endo International lacks knowledge or
16 information sufficient to form a belief as to the truth of the allegations in Paragraph 660 and
17 denies them on that basis.

18 **ANSWER TO PARAGRAPH 661:** Paragraph 661 of the Complaint concerns a
19 defendant other than Endo International, so Endo International is not required to respond. To the
20 extent Endo International is required to respond, Endo International lacks knowledge or
21 information sufficient to form a belief as to the truth of the allegations in Paragraph 661 and
22 denies them on that basis.

23 **ANSWER TO PARAGRAPH 662:** Paragraph 662 of the Complaint concerns a
24 defendant other than Endo International, so Endo International is not required to respond. To the
25 extent Endo International is required to respond, Endo International lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph 662 and
27 denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 663:** Paragraph 663 of the Complaint concerns a
2 defendant other than Endo International, so Endo International is not required to respond. To the
3 extent Endo International is required to respond, Endo International lacks knowledge or
4 information sufficient to form a belief as to the truth of the allegations in Paragraph 663 and
5 denies them on that basis.

6 **ANSWER TO PARAGRAPH 664:** Paragraph 664 of the Complaint concerns a
7 defendant other than Endo International, so Endo International is not required to respond. To the
8 extent Endo International is required to respond, Endo International lacks knowledge or
9 information sufficient to form a belief as to the truth of the allegations in Paragraph 664 and
10 denies them on that basis.

11 **ANSWER TO PARAGRAPH 665:** Paragraph 665 of the Complaint concerns a
12 defendant other than Endo International, so Endo International is not required to respond. To the
13 extent Endo International is required to respond, Endo International lacks knowledge or
14 information sufficient to form a belief as to the truth of the allegations in Paragraph 665 and
15 denies them on that basis.

16 **ANSWER TO PARAGRAPH 666:** Endo International denies the allegations in
17 Paragraph 666 of the Complaint to the extent they relate to Endo International. To the extent the
18 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
19 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
20 belief as to the truth of the remaining allegations in Paragraph 666 and denies them on that basis.

21 **ANSWER TO PARAGRAPH 667:** The allegations in Paragraph 667 of the Complaint
22 contain legal conclusions or arguments that require no answer. To the extent an answer is
23 required, Endo International denies the allegations in Paragraph 667 to the extent they relate to
24 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
25 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph 667 to the
27 extent they relate to other defendants and denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 668:** Endo International admits that there is an illegal
2 drug market facilitating misuse and abuse of opioids. Endo International denies the allegations in
3 the heading to Paragraph 668 of the Complaint to the extent they relate to Endo International. To
4 the extent the allegations in Paragraph 668 and the heading preceding it relate to its U.S.
5 subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and Par. Endo
6 International lacks knowledge or information sufficient to form a belief as to the truth of the
7 remaining allegations in Paragraph 668 and the heading preceding it and denies them on that basis.

8 **ANSWER TO PARAGRAPH 669:** Paragraph 669 of the Complaint concerns a
9 defendant other than Endo International, so Endo International is not required to respond. To the
10 extent Endo International is required to respond, Endo International lacks knowledge or
11 information sufficient to form a belief as to the truth of the allegations in Paragraph 669 and
12 denies them on that basis.

13 **ANSWER TO PARAGRAPH 670:** Paragraph 670 of the Complaint concerns a
14 defendant other than Endo International, so Endo International is not required to respond. To the
15 extent Endo International is required to respond, Endo International lacks knowledge or
16 information sufficient to form a belief as to the truth of the allegations in Paragraph 670 and
17 denies them on that basis.

18 **ANSWER TO PARAGRAPH 671:** Paragraph 671 of the Complaint concerns a
19 defendant other than Endo International, so Endo International is not required to respond. To the
20 extent Endo International is required to respond, Endo International lacks knowledge or
21 information sufficient to form a belief as to the truth of the allegations in Paragraph 671 and
22 denies them on that basis.

23 **ANSWER TO PARAGRAPH 672:** Paragraph 672 of the Complaint concerns a
24 defendant other than Endo International, so Endo International is not required to respond. To the
25 extent Endo International is required to respond, Endo International lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph 672 and
27 denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 673:** Paragraph 673 of the Complaint purports to
2 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
3 characterization of it. Endo International denies the allegations in Paragraph 673 to the extent
4 they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo
5 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
6 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
7 Paragraph 673 and denies them on that basis.

8 **ANSWER TO PARAGRAPH 674:** Paragraph 674 of the Complaint purports to
9 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
10 characterization of it. Endo denies the allegations in Paragraph 674 to the extent they relate to
11 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
12 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
13 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 674
14 and denies them on that basis. By way of further response, Endo International understands its
15 obligations under applicable law and has complied accordingly.

16 **ANSWER TO PARAGRAPH 675:** Paragraph 675 of the Complaint concerns a
17 defendant other than Endo International, so Endo International is not required to respond. To the
18 extent Endo International is required to respond, Endo International lacks knowledge or
19 information sufficient to form a belief as to the truth of the allegations in Paragraph 675 and
20 denies them on that basis.

21 **ANSWER TO PARAGRAPH 676:** Endo International denies the allegations in the first
22 sentence of Paragraph 676 of the Complaint to the extent they relate to Endo International. To
23 the extent the allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the
24 Answers filed by Endo USA and Par. Endo International lacks knowledge or information
25 sufficient to form a belief as to the truth of the allegations in Paragraph 676 to the extent they
26 relate to other defendants and denies them on that basis.

27 **ANSWER TO PARAGRAPH 677:** Paragraph 677 of the Complaint concerns a
28 defendant other than Endo International, so Endo International is not required to respond. To the

1 extent Endo International is required to respond, Endo International lacks knowledge or
2 information sufficient to form a belief as to the truth of the allegations in Paragraph 677 and
3 denies them on that basis.

4 **ANSWER TO PARAGRAPH 678:** Paragraph 678 of the Complaint concerns a
5 defendant other than Endo International, so Endo International is not required to respond. To the
6 extent Endo International is required to respond, Endo International lacks knowledge or
7 information sufficient to form a belief as to the truth of the allegations in Paragraph 678 and
8 denies them on that basis.

9 **ANSWER TO PARAGRAPH 679:** Paragraph 679 of the Complaint concerns a
10 defendant other than Endo International, so Endo International is not required to respond. To the
11 extent Endo International is required to respond, Endo International lacks knowledge or
12 information sufficient to form a belief as to the truth of the allegations in Paragraph 679 and
13 denies them on that basis.

14 **ANSWER TO PARAGRAPH 680:** Endo International denies the allegations in
15 Paragraph 680 of the Complaint to the extent they relate to Endo International. To the extent the
16 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
17 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
18 belief as to the truth of the allegations in Paragraph 680 to the extent they relate to other
19 defendants and denies them on that basis.

20 **ANSWER TO PARAGRAPH 681:** Endo International lacks knowledge or information
21 sufficient to form a belief as to the truth of the allegations in Paragraph 681 of the Complaint and
22 denies them on that basis. Endo International denies the allegations in the heading preceding
23 Paragraph 681 to the extent they relate to Endo International.

24 **ANSWER TO PARAGRAPH 682:** Endo International lacks knowledge or information
25 sufficient to form a belief as to the truth of the allegations in Paragraph 682 of the Complaint and
26 denies them on that basis.

1 **ANSWER TO PARAGRAPH 683:** Endo International lacks knowledge or information
2 sufficient to form a belief as to the truth of the allegations in Paragraph 683 of the Complaint and
3 denies them on that basis.

4 **ANSWER TO PARAGRAPH 684:** Endo International lacks knowledge or information
5 sufficient to form a belief as to the truth of the allegations in Paragraph 684 of the Complaint and
6 denies them on that basis.

7 **ANSWER TO PARAGRAPH 685:** Endo International denies the allegations in
8 Paragraph 685 of the Complaint to the extent they relate to Endo International. To the extent the
9 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
10 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
11 belief as to the truth of the remaining allegations in Paragraph 685 and denies them on that basis.

12 **ANSWER TO PARAGRAPH 686:** Paragraph 686 of the Complaint purports to
13 characterize writings which speak for themselves, and Endo International denies Plaintiff's
14 characterization of them. Endo International lacks knowledge or information sufficient to form a
15 belief as to the truth of the remaining allegations in Paragraph 686 and the heading preceding it
16 and denies them on that basis.

17 **ANSWER TO PARAGRAPH 687:** Paragraph 687 of the Complaint purports to
18 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
19 characterization of it. Endo International lacks knowledge or information sufficient to form a
20 belief as to the truth of the remaining allegations in Paragraph 687 and denies them on that basis.

21 **ANSWER TO PARAGRAPH 688:** Paragraph 688 of the Complaint purports to
22 characterize writings which speak for themselves, and Endo International denies Plaintiff's
23 characterization of them. Endo International lacks knowledge or information sufficient to form a
24 belief as to the truth of the remaining allegations in Paragraph 688 and denies them on that basis

25 **ANSWER TO PARAGRAPH 689:** Paragraph 689 of the Complaint purports to
26 characterize data which speaks for itself, and Endo International denies Plaintiff's characterization
27 of it. Endo International lacks knowledge or information sufficient to form a belief as to the truth
28 of the remaining allegations in Paragraph 689 and denies them on that basis.

1 **ANSWER TO PARAGRAPH 690:** Paragraph 690 of the Complaint purports to
2 characterize writings which speak for themselves, and Endo International denies Plaintiff's
3 characterization of them.

4 **ANSWER TO PARAGRAPH 691:** Paragraph 691 of the Complaint purports to
5 characterize writings which speak for themselves, and Endo International denies Plaintiff's
6 characterization of them.

7 **ANSWER TO PARAGRAPH 692:** Paragraph 692 of the Complaint purports to
8 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
9 characterization of it. Endo International lacks knowledge or information sufficient to form a
10 belief as to the truth of the remaining allegations in Paragraph 692 and denies them on that basis.

11 **ANSWER TO PARAGRAPH 693:** Paragraph 693 of the Complaint purports to
12 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
13 characterization of it. Endo International lacks knowledge or information sufficient to form a
14 belief as to the truth of the remaining allegations in Paragraph 693 and denies them on that basis.

15 **ANSWER TO PARAGRAPH 694:** Paragraph 694 of the Complaint purports to
16 characterize writings which speak for themselves, and Endo International denies Plaintiff's
17 characterization of them.

18 **ANSWER TO PARAGRAPH 695:** Paragraph 695 of the Complaint purports to
19 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
20 characterization of it. Endo International lacks knowledge or information sufficient to form a
21 belief as to the truth of the remaining allegations in Paragraph 695 and denies them on that basis.

22 **ANSWER TO PARAGRAPH 696:** Paragraph 696 of the Complaint purports to
23 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
24 characterization of it. Endo International lacks knowledge or information sufficient to form a
25 belief as to the truth of the remaining allegations in Paragraph 696 and denies them on that basis.

26 **ANSWER TO PARAGRAPH 697:** Endo International denies the allegations in
27 Paragraph 697 of the Complaint and the headings preceding it to the extent they relate to Endo
28 International. To the extent the allegations relate to its U.S. subsidiaries, Endo International refers

1 Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
2 information sufficient to form a belief as to the truth of the allegations in Paragraph 697 to the
3 extent they relate to other defendants and denies them on that basis.

4 **ANSWER TO PARAGRAPH 698:** Endo International denies the allegations in
5 Paragraph 698 of the Complaint to the extent they relate to Endo International. To the extent the
6 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
7 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
8 belief as to the truth of the allegations in Paragraph 698 to the extent they relate to other
9 defendants and denies them on that basis.

10 **ANSWER TO PARAGRAPH 699:** Endo International denies the allegations in
11 Paragraph 699 of the Complaint to the extent they relate to Endo International. To the extent the
12 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
13 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
14 belief as to the truth of the allegations in Paragraph 699 to the extent they relate to other
15 defendants and denies them on that basis.

16 **ANSWER TO PARAGRAPH 700:** Endo International denies the allegations in
17 Paragraph 700 of the Complaint to the extent they relate to Endo International. To the extent the
18 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
19 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
20 belief as to the truth of the allegations in Paragraph 700 to the extent they relate to other
21 defendants and denies them on that basis.

22 **ANSWER TO PARAGRAPH 701:** Endo International denies the allegations in
23 Paragraph 701 of the Complaint to the extent they relate to Endo International. To the extent the
24 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
25 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
26 belief as to the truth of the allegations in Paragraph 701 to the extent they relate to other
27 defendants and denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 702:** Endo International denies the allegations in
2 Paragraph 702 of the Complaint to the extent they relate to Endo International. To the extent the
3 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
4 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
5 belief as to the truth of the allegations in Paragraph 702 to the extent they relate to other
6 defendants and denies them on that basis.

7 **ANSWER TO PARAGRAPH 703:** Endo International denies the allegations in
8 Paragraph 703 of the Complaint to the extent they relate to Endo International. To the extent the
9 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
10 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
11 belief as to the truth of the allegations in Paragraph 703 to the extent they relate to other
12 defendants and denies them on that basis.

13 **ANSWER TO PARAGRAPH 704:** Endo International denies the allegations in
14 Paragraph 704 of the Complaint to the extent they relate to Endo International. To the extent the
15 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
16 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
17 belief as to the truth of the allegations in Paragraph 704 to the extent they relate to other
18 defendants and denies them on that basis.

19 **ANSWER TO PARAGRAPH 705:** Endo International denies the allegations in the first
20 sentence of Paragraph 705 of the Complaint to the extent they relate to Endo International. To the
21 extent the allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the
22 Answers filed by Endo USA and Par. Endo International lacks knowledge or information
23 sufficient to form a belief as to the truth of the remaining allegations in Paragraph 705 and denies
24 them on that basis.

25 **ANSWER TO PARAGRAPH 706:** Endo International denies the allegations in
26 Paragraph 706 of the Complaint to the extent they relate to Endo International. To the extent the
27 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
28 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a

1 belief as to the truth of the allegations in Paragraph 706 to the extent they relate to other
2 defendants and denies them on that basis.

3 **ANSWER TO PARAGRAPH 707:** Paragraph 707 of the Complaint purports to
4 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
5 characterization of it. Endo International denies the remaining allegations in Paragraph 707 to the
6 extent they relate to Endo International. To the extent the remaining allegations relate to its U.S.
7 subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and Par. Endo
8 International lacks knowledge or information sufficient to form a belief as to the truth of the
9 remaining allegations in Paragraph 707 to the extent they relate to other defendants and denies
10 them on that basis.

11 **ANSWER TO PARAGRAPH 708:** Endo International denies the allegations in
12 Paragraph 708 of the Complaint to the extent they relate to Endo International. To the extent the
13 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
14 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
15 belief as to the truth of the allegations in Paragraph 708 to the extent they relate to other
16 defendants and denies them on that basis.

17 **ANSWER TO PARAGRAPH 709:** Paragraph 709 of the Complaint purports to
18 characterize a writing which speaks for itself, and Endo International denies Plaintiff's
19 characterization of it. Endo International denies the remaining allegations in Paragraph 709 to the
20 extent they relate to Endo International. To the extent the remaining allegations relate to its U.S.
21 subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and Par. Endo
22 International lacks knowledge or information sufficient to form a belief as to the truth of the
23 remaining allegations in Paragraph 709 to the extent they relate to other defendants and denies
24 them on that basis.

25 **ANSWER TO PARAGRAPH 710:** The allegations in Paragraph 710 of the Complaint
26 contain legal conclusions or arguments that require no answer. To the extent an answer is
27 required, Endo International denies the allegations in Paragraph 710 to the extent they relate to
28 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International

1 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
2 information sufficient to form a belief as to the truth of the allegations in Paragraph 710 to the
3 extent they relate to other defendants and denies them on that basis.

4 **ANSWER TO PARAGRAPH 711:** Endo International denies the allegations in
5 Paragraph 711 of the Complaint and the heading preceding it to the extent they relate to Endo
6 International. To the extent the allegations in Paragraph 711 and the heading preceding it relate to
7 its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
8 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
9 of the allegations in Paragraph 711 and the heading preceding it to the extent they relate to other
10 defendants and denies them on that basis.

11 **ANSWER TO PARAGRAPH 712:** Endo International denies the allegations in
12 Paragraph 712 of the Complaint to the extent they relate to Endo International. To the extent the
13 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
14 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
15 belief as to the truth of the allegations in Paragraph 712 to the extent they relate to other
16 defendants and denies them on that basis.

17 **ANSWER TO PARAGRAPH 713:** Endo International denies the allegations in
18 Paragraph 713 of the Complaint to the extent they relate to Endo International. To the extent the
19 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
20 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
21 belief as to the truth of the allegations in Paragraph 713 to the extent they relate to other
22 defendants and denies them on that basis.

23 **ANSWER TO PARAGRAPH 714:** Endo International denies the allegations in
24 Paragraph 714 of the Complaint to the extent they relate to Endo International. To the extent the
25 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
26 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
27 belief as to the truth of the allegations in Paragraph 714 to the extent they relate to other
28 defendants and denies them on that basis.

1 **ANSWER TO PARAGRAPH 715:** Endo International denies the allegations in
2 Paragraph 715 of the Complaint to the extent they relate to Endo International. To the extent the
3 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
4 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
5 belief as to the truth of the allegations in Paragraph 715 to the extent they relate to other
6 defendants and denies them on that basis.

7 **ANSWER TO PARAGRAPH 716:** Endo International denies the allegations in
8 Paragraph 716 of the Complaint to the extent they relate to Endo International. To the extent the
9 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
10 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
11 belief as to the truth of the allegations in Paragraph 716 to the extent they relate to other
12 defendants and denies them on that basis.

13 **ANSWER TO PARAGRAPH 717:** Endo International denies the allegations in
14 Paragraph 717 of the Complaint to the extent they relate to Endo International. To the extent the
15 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
16 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
17 belief as to the truth of the allegations in Paragraph 717 to the extent they relate to other
18 defendants and denies them on that basis.

19 **ANSWER TO PARAGRAPH 718:** The allegations in Paragraph 718 of the Complaint
20 and the headings preceding it contain legal conclusions or arguments that require no answer. To
21 the extent an answer is required, Endo International denies that it has engaged in unlawful actions,
22 denies that Plaintiff is entitled to any relief from Endo International, and denies the allegations in
23 the headings preceding Paragraph 718. To the extent the allegations in Paragraph 718 and the
24 heading preceding it relate to its U.S. subsidiaries, Endo International refers Plaintiff to the
25 Answers filed by Endo USA and Par. Endo International lacks knowledge or information
26 sufficient to form a belief as to the truth of the allegations in Paragraph 718 and the headings
27 preceding it to the extent they relate to other defendants and denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 719:** The allegations in Paragraph 719 of the Complaint
2 contain legal conclusions or arguments that require no answer. To the extent an answer is
3 required, Endo International denies the allegations in Paragraph 719 to the extent they relate to
4 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
5 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
6 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 719
7 and denies them on that basis.

8 **ANSWER TO PARAGRAPH 720:** The allegations in Paragraph 720 of the Complaint
9 and the heading preceding it contain legal conclusions or arguments that require no answer. To
10 the extent an answer is required, Endo International denies the allegations in Paragraph 720 and
11 the heading preceding it to the extent they relate to Endo International. To the extent the
12 allegations in Paragraph 720 and the heading preceding it relate to its U.S. subsidiaries, Endo
13 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
14 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
15 Paragraph 720 and the heading preceding it and denies them on that basis.

16 **ANSWER TO PARAGRAPH 721:** The allegations in Paragraph 721 of the Complaint
17 contain legal conclusions or arguments that require no answer. To the extent an answer is
18 required, Endo International denies the allegations in Paragraph 721 to the extent they relate to
19 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
20 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
21 information sufficient to form a belief as to the truth of the allegations in Paragraph 721 to the
22 extent they relate to other defendants and denies them on that basis.

23 **ANSWER TO PARAGRAPH 722:** Endo International denies the allegations in
24 Paragraph 722 of the Complaint to the extent they relate to Endo International. To the extent the
25 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
26 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
27 belief as to the truth of the allegations in Paragraph 722 to the extent they relate to other
28 defendants and denies them on that basis.

1 **ANSWER TO PARAGRAPH 723:** Endo International denies the allegations in
2 Paragraph 723 of the Complaint to the extent they relate to Endo International. To the extent the
3 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
4 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
5 belief as to the truth of the remaining allegations in Paragraph 723 and denies them on that basis.

6 **ANSWER TO PARAGRAPH 724:** The allegations in Paragraph 724 of the Complaint
7 contain legal conclusions or arguments that require no answer. To the extent an answer is
8 required, Endo International denies the allegations in Paragraph 724 to the extent they relate to
9 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
10 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
11 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 724
12 and denies them on that basis.

13 **ANSWER TO PARAGRAPH 725:** Endo International denies the allegations in
14 Paragraph 725 of the Complaint to the extent they relate to Endo International. To the extent the
15 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
16 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
17 belief as to the truth of the remaining allegations in Paragraph 725 and denies them on that basis.

18 **ANSWER TO PARAGRAPH 726:** Paragraph 726 of the Complaint purports to
19 characterize an order and court proceedings which speak for themselves, and Endo International
20 denies Plaintiff's characterization of them. Further, the allegations in Paragraph 726 contain legal
21 conclusions or arguments that require no answer. To the extent an answer is required, Endo
22 International denies the allegations of Paragraph 726 to the extent they relate to Endo
23 International. To the extent the allegations relate to its U.S. subsidiaries, Endo International refers
24 Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
25 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 726
26 and denies them on that basis.

27 **ANSWER TO PARAGRAPH 727:** Endo International denies the allegations in
28 Paragraph 727 of the Complaint to the extent they relate to Endo International. To the extent the

1 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
2 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
3 belief as to the truth of the remaining allegations in Paragraph 727 and denies them on that basis.

4 **ANSWER TO PARAGRAPH 728:** The allegations in Paragraph 728 of the Complaint
5 contain legal conclusions or arguments that require no answer. To the extent an answer is
6 required, Endo International lacks knowledge or information sufficient to form a belief as to the
7 truth of the allegations in Paragraph 728 and denies them on that basis.

8 **ANSWER TO PARAGRAPH 729:** Endo International denies the allegations of
9 Paragraph 729 of the Complaint and the heading preceding it to the extent they relate to Endo
10 International. To the extent the allegations in Paragraph 729 and the heading preceding it relate to
11 its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
12 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
13 of the allegations in Paragraph 729 and the heading preceding it to the extent they relate to other
14 defendants and denies them on that basis.

15 **ANSWER TO PARAGRAPH 730:** Endo International denies the allegations in
16 Paragraph 730 of the Complaint to the extent they relate to Endo International. To the extent the
17 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
18 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
19 belief as to the truth of the allegations in Paragraph 730 to the extent they relate to other
20 defendants and denies them on that basis.

21 **ANSWER TO PARAGRAPH 731:** The allegations in Paragraph 731 of the Complaint
22 contain legal conclusions or arguments that require no answer. To the extent an answer is
23 required, Endo International denies the allegations in Paragraph 731 to the extent they relate to
24 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
25 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph 731 to the
27 extent they relate to other defendants and denies them on that basis.

1 **ANSWER TO PARAGRAPH 732:** The allegations in Paragraph 732 of the Complaint
2 contain legal conclusions or arguments that require no answer. To the extent an answer is
3 required, Endo International denies the allegations in Paragraph 732 to the extent they relate to
4 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
5 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
6 information sufficient to form a belief as to the truth of the allegations in Paragraph 732 to the
7 extent they relate to other defendants and denies them on that basis.

8 **ANSWER TO PARAGRAPH 733:** Endo International denies the allegations of
9 Paragraph 733 of the Complaint and the heading preceding it to the extent they relate to Endo
10 International. To the extent the allegations in Paragraph 733 and the heading preceding it relate to
11 its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
12 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
13 of the allegations in Paragraph 733 and the heading preceding it to the extent they relate to other
14 defendants and denies them on that basis.

15 **ANSWER TO PARAGRAPH 734:** Paragraph 734 of the Complaint and the heading
16 preceding it concern a defendant other than Endo International, so Endo International is not
17 required to respond. To the extent Endo International is required to respond, Endo International
18 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
19 Paragraph 734 and the heading preceding it and denies them on that basis.

20 **ANSWER TO PARAGRAPH 735:** Paragraph 735 of the Complaint concerns a
21 defendant other than Endo International, so Endo International is not required to respond. To the
22 extent Endo International is required to respond, Endo International lacks knowledge or
23 information sufficient to form a belief as to the truth of the allegations in Paragraph 735 and
24 denies them on that basis.

25 **ANSWER TO PARAGRAPH 736:** Paragraph 736 of the Complaint concerns a
26 defendant other than Endo International, so Endo International is not required to respond. To the
27 extent Endo International is required to respond, Endo International lacks knowledge or
28

1 information sufficient to form a belief as to the truth of the allegations in Paragraph 736 and
2 denies them on that basis.

3 **ANSWER TO PARAGRAPH 737:** Paragraph 737 of the Complaint and the heading
4 preceding it concern a defendant other than Endo International, so Endo International is not
5 required to respond. To the extent Endo International is required to respond, Endo International
6 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
7 Paragraph 737 and the heading preceding it and denies them on that basis.

8 **ANSWER TO PARAGRAPH 738:** Paragraph 738 of the Complaint concerns a
9 defendant other than Endo International, so Endo International is not required to respond. To the
10 extent Endo International is required to respond, Endo International lacks knowledge or
11 information sufficient to form a belief as to the truth of the allegations in Paragraph 738 and
12 denies them on that basis.

13 **ANSWER TO PARAGRAPH 739:** Paragraph 739 of the Complaint and the heading
14 preceding it concern a defendant other than Endo International, so Endo International is not
15 required to respond. To the extent Endo International is required to respond, Endo International
16 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
17 Paragraph 739 and the heading preceding it and denies them on that basis.

18 **ANSWER TO PARAGRAPH 740:** Paragraph 740 of the Complaint concerns a
19 defendant other than Endo International, so Endo International is not required to respond. To the
20 extent Endo International is required to respond, Endo International lacks knowledge or
21 information sufficient to form a belief as to the truth of the allegations in Paragraph 740 and
22 denies them on that basis.

23 **ANSWER TO PARAGRAPH 741:** Paragraph 741 of the Complaint concerns a
24 defendant other than Endo International, so Endo International is not required to respond. To the
25 extent Endo International is required to respond, Endo International lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph 741 and
27 denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 742:** Paragraph 742 of the Complaint concerns a
2 defendant other than Endo International, so Endo International is not required to respond. To the
3 extent Endo International is required to respond, Endo International lacks knowledge or
4 information sufficient to form a belief as to the truth of the allegations in Paragraph 742 and
5 denies them on that basis.

6 **ANSWER TO PARAGRAPH 743:** Paragraph 743 of the Complaint concerns a
7 defendant other than Endo International, so Endo International is not required to respond. To the
8 extent Endo International is required to respond, Endo International lacks knowledge or
9 information sufficient to form a belief as to the truth of the allegations in Paragraph 743 and
10 denies them on that basis.

11 **ANSWER TO PARAGRAPH 744:** The allegations in Paragraph 744 of the Complaint
12 and the heading preceding it contain legal conclusions or arguments that require no answer. To
13 the extent an answer is required, Endo International denies the allegations in Paragraph 744 and
14 the heading preceding it to the extent they relate to Endo International. To the extent the
15 allegations in Paragraph 744 and the heading preceding it relate to its U.S. subsidiaries, Endo
16 International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks
17 knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph
18 744 and the heading preceding it to the extent they relate to other defendants and denies them on
19 that basis.

20 **ANSWER TO PARAGRAPH 745:** Paragraph 745 of the Complaint purports to
21 characterize an interview which speaks for itself, and Endo International denies Plaintiff's
22 characterization of it. Endo International lacks knowledge or information sufficient to form a
23 belief as to the truth of the remaining allegations in Paragraph 745 and denies them on that basis.

24 **ANSWER TO PARAGRAPH 746:** Endo International lacks knowledge or information
25 sufficient to form a belief as to the truth of the allegations in Paragraph 746 of the Complaint and
26 denies them on that basis.

27 **ANSWER TO PARAGRAPH 747:** Paragraph 747 of the Complaint and the subparts
28 thereto concern a defendant other than Endo International, so Endo International is not required to

1 respond. To the extent Endo International is required to respond, Endo International lacks
2 knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph
3 747 and the subparts thereto and denies them on that basis.

4 **ANSWER TO PARAGRAPH 748:** Paragraph 748 of the Complaint concerns a
5 defendant other than Endo International, so Endo International is not required to respond. To the
6 extent Endo International is required to respond, Endo International lacks knowledge or
7 information sufficient to form a belief as to the truth of the allegations in Paragraph 748 and
8 denies them on that basis.

9 **ANSWER TO PARAGRAPH 749:** Paragraph 749 of the Complaint concerns a
10 defendant other than Endo International, so Endo International is not required to respond. To the
11 extent Endo International is required to respond, Endo International lacks knowledge or
12 information sufficient to form a belief as to the truth of the allegations in Paragraph 749 and
13 denies them on that basis.

14 **ANSWER TO PARAGRAPH 750:** Paragraph 750 of the Complaint concerns a
15 defendant other than Endo International, so Endo International is not required to respond. To the
16 extent Endo International is required to respond, Endo International lacks knowledge or
17 information sufficient to form a belief as to the truth of the allegations in Paragraph 750 and
18 denies them on that basis.

19 **ANSWER TO PARAGRAPH 751:** Paragraph 751 of the Complaint concerns a
20 defendant other than Endo International, so Endo International is not required to respond. To the
21 extent Endo International is required to respond, Endo International lacks knowledge or
22 information sufficient to form a belief as to the truth of the allegations in Paragraph 751 and
23 denies them on that basis.

24 **ANSWER TO PARAGRAPH 752:** Paragraph 752 of the Complaint concerns a
25 defendant other than Endo International, so Endo International is not required to respond. To the
26 extent Endo International is required to respond, Endo International lacks knowledge or
27 information sufficient to form a belief as to the truth of the allegations in Paragraph 752 and
28 denies them on that basis.

1 **ANSWER TO PARAGRAPH 753:** Paragraph 753 of the Complaint concerns a
2 defendant other than Endo International, so Endo International is not required to respond. To the
3 extent Endo International is required to respond, Endo International lacks knowledge or
4 information sufficient to form a belief as to the truth of the allegations in Paragraph 753 and
5 denies them on that basis.

6 **ANSWER TO PARAGRAPH 754:** Paragraph 754 of the Complaint concerns a
7 defendant other than Endo International, so Endo International is not required to respond. To the
8 extent Endo International is required to respond, Endo International lacks knowledge or
9 information sufficient to form a belief as to the truth of the allegations in Paragraph 754 and
10 denies them on that basis.

11 **ANSWER TO PARAGRAPH 755:** Paragraph 755 of the Complaint concerns a
12 defendant other than Endo International, so Endo International is not required to respond. To the
13 extent Endo International is required to respond, Endo International lacks knowledge or
14 information sufficient to form a belief as to the truth of the allegations in Paragraph 755 and
15 denies them on that basis.

16 **ANSWER TO PARAGRAPH 756:** Paragraph 756 of the Complaint concerns a
17 defendant other than Endo International, so Endo International is not required to respond. To the
18 extent Endo International is required to respond, Endo International lacks knowledge or
19 information sufficient to form a belief as to the truth of the allegations in Paragraph 756 and
20 denies them on that basis.

21 **ANSWER TO PARAGRAPH 757:** Paragraph 757 of the Complaint concerns a
22 defendant other than Endo International, so Endo International is not required to respond. To the
23 extent Endo International is required to respond, Endo International lacks knowledge or
24 information sufficient to form a belief as to the truth of the allegations in Paragraph 757 and
25 denies them on that basis.

26 **ANSWER TO PARAGRAPH 758:** Paragraph 758 of the Complaint concerns a
27 defendant other than Endo International, so Endo International is not required to respond. To the
28 extent Endo International is required to respond, Endo International lacks knowledge or

1 information sufficient to form a belief as to the truth of the allegations in Paragraph 758 and
2 denies them on that basis.

3 **ANSWER TO PARAGRAPH 759:** Paragraph 759 of the Complaint concerns a
4 defendant other than Endo International, so Endo International is not required to respond. To the
5 extent Endo International is required to respond, Endo International lacks knowledge or
6 information sufficient to form a belief as to the truth of the allegations in Paragraph 759 and
7 denies them on that basis.

8 **ANSWER TO PARAGRAPH 760:** Endo International denies the allegations in
9 Paragraph 760 of the Complaint to the extent they relate to Endo International. Moreover,
10 Paragraph 760 purports to characterize the AOD which speaks for itself, and Endo International
11 denies Plaintiff's characterization of it. To the extent the allegations relate to its U.S. subsidiaries,
12 Endo International refers Plaintiff to the Answers filed by Endo USA and Par.

13 **ANSWER TO PARAGRAPH 761:** Endo International denies the allegations in
14 Paragraph 761 to the extent they relate to Endo International. To the extent the allegations relate
15 to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
16 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
17 of the allegations in Paragraph 761 to the extent they relate to other defendants and denies them on
18 that basis.

19 **ANSWER TO PARAGRAPH 762:** The Court dismissed with prejudice Counts I and II
20 of the Complaint and therefore no response is required.

21 **ANSWER TO PARAGRAPH 763:** The Court dismissed with prejudice Counts I and II
22 of the Complaint and therefore no response is required.

23 **ANSWER TO PARAGRAPH 764:** The Court dismissed with prejudice Counts I and II
24 of the Complaint and therefore no response is required.

25 **ANSWER TO PARAGRAPH 765:** The Court dismissed with prejudice Counts I and II
26 of the Complaint and therefore no response is required.

27 **ANSWER TO PARAGRAPH 766:** The Court dismissed with prejudice Counts I and II
28 of the Complaint and therefore no response is required.

1 **ANSWER TO PARAGRAPH 767:** The Court dismissed with prejudice Counts I and II
2 of the Complaint and therefore no response is required.

3 **ANSWER TO PARAGRAPH 768:** The Court dismissed with prejudice Counts I and II
4 of the Complaint and therefore no response is required.

5 **ANSWER TO PARAGRAPH 769:** The Court dismissed with prejudice Counts I and II
6 of the Complaint and therefore no response is required.

7 **ANSWER TO PARAGRAPH 770:** The Court dismissed with prejudice Counts I and II
8 of the Complaint and therefore no response is required.

9 **ANSWER TO PARAGRAPH 771:** The Court dismissed with prejudice Counts I and II
10 of the Complaint and therefore no response is required.

11 **ANSWER TO PARAGRAPH 772:** The Court dismissed with prejudice Counts I and II
12 of the Complaint and therefore no response is required.

13 **ANSWER TO PARAGRAPH 773:** The Court dismissed with prejudice Counts I and II
14 of the Complaint and therefore no response is required.

15 **ANSWER TO PARAGRAPH 774:** The Court dismissed with prejudice Counts I and II
16 of the Complaint and therefore no response is required.

17 **ANSWER TO PARAGRAPH 775:** The Court dismissed with prejudice Counts I and II
18 of the Complaint and therefore no response is required.

19 **ANSWER TO PARAGRAPH 776:** The Court dismissed with prejudice Counts I and II
20 of the Complaint and therefore no response is required.

21 **ANSWER TO PARAGRAPH 777:** The Court dismissed with prejudice Counts I and II
22 of the Complaint and therefore no response is required.

23 **ANSWER TO PARAGRAPH 778:** The Court dismissed with prejudice Counts I and II
24 of the Complaint and therefore no response is required.

25 **ANSWER TO PARAGRAPH 779:** The Court dismissed with prejudice Counts I and II
26 of the Complaint and therefore no response is required.

27 **ANSWER TO PARAGRAPH 780:** The Court dismissed with prejudice Counts I and II
28 of the Complaint and therefore no response is required.

1 **ANSWER TO PARAGRAPH 781:** The Court dismissed with prejudice Counts I and II
2 of the Complaint and therefore no response is required.

3 **ANSWER TO PARAGRAPH 782:** The Court dismissed with prejudice Counts I and II
4 of the Complaint and therefore no response is required.

5 **ANSWER TO PARAGRAPH 783:** The Court dismissed with prejudice Counts I and II
6 of the Complaint and therefore no response is required.

7 **ANSWER TO PARAGRAPH 784:** The Court dismissed with prejudice Counts I and II
8 of the Complaint and therefore no response is required.

9 **ANSWER TO PARAGRAPH 785:** The Court dismissed with prejudice Counts I and II
10 of the Complaint and therefore no response is required.

11 **ANSWER TO PARAGRAPH 786:** The Court dismissed with prejudice Counts I and II
12 of the Complaint and therefore no response is required.

13 **ANSWER TO PARAGRAPH 787:** The Court dismissed with prejudice Counts I and II
14 of the Complaint and therefore no response is required.

15 **ANSWER TO PARAGRAPH 788:** The Court dismissed with prejudice Counts I and II
16 of the Complaint and therefore no response is required.

17 **ANSWER TO PARAGRAPH 789:** The Court dismissed with prejudice Counts I and II
18 of the Complaint and therefore no response is required.

19 **ANSWER TO PARAGRAPH 790:** The Court dismissed with prejudice Counts I and II
20 of the Complaint and therefore no response is required.

21 **ANSWER TO PARAGRAPH 791:** The Court dismissed with prejudice Counts I and II
22 of the Complaint and therefore no response is required.

23 **ANSWER TO PARAGRAPH 792:** The Court dismissed with prejudice Counts I and II
24 of the Complaint and therefore no response is required.

25 **ANSWER TO PARAGRAPH 793:** The Court dismissed with prejudice Counts I and II
26 of the Complaint and therefore no response is required.

27 **ANSWER TO PARAGRAPH 794:** The Court dismissed with prejudice Counts I and II
28 of the Complaint and therefore no response is required.

1 **ANSWER TO PARAGRAPH 795:** The Court dismissed with prejudice Counts I and II
2 of the Complaint and therefore no response is required.

3 **ANSWER TO PARAGRAPH 796:** The Court dismissed with prejudice Counts I and II
4 of the Complaint and therefore no response is required.

5 **ANSWER TO PARAGRAPH 797:** The Court dismissed with prejudice Counts I and II
6 of the Complaint and therefore no response is required.

7 **ANSWER TO PARAGRAPH 798:** The Court dismissed with prejudice Counts I and II
8 of the Complaint and therefore no response is required.

9 **ANSWER TO PARAGRAPH 799:** The Court dismissed with prejudice Counts I and II
10 of the Complaint and therefore no response is required.

11 **ANSWER TO PARAGRAPH 800:** The Court dismissed with prejudice Counts I and II
12 of the Complaint and therefore no response is required.

13 **ANSWER TO PARAGRAPH 801:** The Court dismissed with prejudice Counts I and II
14 of the Complaint and therefore no response is required.

15 **ANSWER TO PARAGRAPH 802:** The Court dismissed with prejudice Counts I and II
16 of the Complaint and therefore no response is required.

17 **ANSWER TO PARAGRAPH 803:** The Court dismissed with prejudice Counts I and II
18 of the Complaint and therefore no response is required.

19 **ANSWER TO PARAGRAPH 804:** The Court dismissed with prejudice Counts I and II
20 of the Complaint and therefore no response is required.

21 **ANSWER TO PARAGRAPH 805:** The Court dismissed with prejudice Counts I and II
22 of the Complaint and therefore no response is required.

23 **ANSWER TO PARAGRAPH 806:** The Court dismissed with prejudice Counts I and II
24 of the Complaint and therefore no response is required.

25 **ANSWER TO PARAGRAPH 807:** The Court dismissed with prejudice Counts I and II
26 of the Complaint and therefore no response is required.

27 **ANSWER TO PARAGRAPH 808:** The Court dismissed with prejudice Counts I and II
28 of the Complaint and therefore no response is required.

1 **ANSWER TO PARAGRAPH 809:** The Court dismissed with prejudice Counts I and II
2 of the Complaint and therefore no response is required.

3 **ANSWER TO PARAGRAPH 810:** The Court dismissed with prejudice Counts I and II
4 of the Complaint and therefore no response is required.

5 **ANSWER TO PARAGRAPH 811:** The Court dismissed with prejudice Counts I and II
6 of the Complaint and therefore no response is required.

7 **ANSWER TO PARAGRAPH 812:** The Court dismissed with prejudice Counts I and II
8 of the Complaint and therefore no response is required.

9 **ANSWER TO PARAGRAPH 813:** The Court dismissed with prejudice Counts I and II
10 of the Complaint and therefore no response is required.

11 **ANSWER TO PARAGRAPH 814:** The Court dismissed with prejudice Counts I and II
12 of the Complaint and therefore no response is required.

13 **ANSWER TO PARAGRAPH 815:** The Court dismissed with prejudice Counts I and II
14 of the Complaint and therefore no response is required.

15 **ANSWER TO PARAGRAPH 816:** The Court dismissed with prejudice Counts I and II
16 of the Complaint and therefore no response is required.

17 **ANSWER TO PARAGRAPH 817:** The Court dismissed with prejudice Counts I and II
18 of the Complaint and therefore no response is required.

19 **ANSWER TO PARAGRAPH 818:** The Court dismissed with prejudice Counts I and II
20 of the Complaint and therefore no response is required.

21 **ANSWER TO PARAGRAPH 819:** The Court dismissed with prejudice Counts I and II
22 of the Complaint and therefore no response is required.

23 **ANSWER TO PARAGRAPH 820:** The Court dismissed with prejudice Counts I and II
24 of the Complaint and therefore no response is required.

25 **ANSWER TO PARAGRAPH 821:** The Court dismissed with prejudice Counts I and II
26 of the Complaint and therefore no response is required.

27 **ANSWER TO PARAGRAPH 822:** The Court dismissed with prejudice Counts I and II
28 of the Complaint and therefore no response is required.

1 **ANSWER TO PARAGRAPH 823:** The Court dismissed with prejudice Counts I and II
2 of the Complaint and therefore no response is required.

3 **ANSWER TO PARAGRAPH 824:** The Court dismissed with prejudice Counts I and II
4 of the Complaint and therefore no response is required.

5 **ANSWER TO PARAGRAPH 825:** The Court dismissed with prejudice Counts I and II
6 of the Complaint and therefore no response is required.

7 **COUNT I – BY THE CITY AND COUNTY OF SAN FRANCISCO²**

8 **Violation of RICO, 18 U.S.C. §1961 *et seq.* – Opioid Marketing Enterprise**
9 **(Against Defendants Purdue, Cephalon, Janssen, Endo, and Mallinckrodt**
 (the “RICO Marketing Defendants”))

10 **ANSWER TO PARAGRAPH 826:** Endo International restates its answer to every
11 allegation set forth above as though fully set forth herein.

12 **ANSWER TO PARAGRAPH 827:** The Court dismissed with prejudice Count I of the
13 Complaint and therefore no response is required.

14 **ANSWER TO PARAGRAPH 828:** The Court dismissed with prejudice Count I of the
15 Complaint and therefore no response is required.

16 **ANSWER TO PARAGRAPH 829:** The Court dismissed with prejudice Count I of the
17 Complaint and therefore no response is required.

18 **ANSWER TO PARAGRAPH 830:** The Court dismissed with prejudice Count I of the
19 Complaint and therefore no response is required.

20 **ANSWER TO PARAGRAPH 831:** The Court dismissed with prejudice Count I of the
21 Complaint and therefore no response is required.

22 **ANSWER TO PARAGRAPH 832:** The Court dismissed with prejudice Count I of the
23 Complaint and therefore no response is required.

24 **ANSWER TO PARAGRAPH 833:** The Court dismissed with prejudice Count I of the
25 Complaint and therefore no response is required.

26
27
28 ² On September 30, 2020, the Court dismissed Count I, Violation of RICO, 18 U.S.C. § 1961 *et seq.* See Order (D.I. 285), *City and County of San Francisco, et al., v. Purdue Pharma L.P., et al.*, Case No. 3:18-cv-07591-CRB (United States District Court, Northern District of California).

1 **ANSWER TO PARAGRAPH 834:** The Court dismissed with prejudice Count I of the
2 Complaint and therefore no response is required.

3 **ANSWER TO PARAGRAPH 835:** The Court dismissed with prejudice Count I of the
4 Complaint and therefore no response is required.

5 **ANSWER TO PARAGRAPH 836:** The Court dismissed with prejudice Count I of the
6 Complaint and therefore no response is required.

7 **ANSWER TO PARAGRAPH 837:** The Court dismissed with prejudice Count I of the
8 Complaint and therefore no response is required.

9 **ANSWER TO PARAGRAPH 838:** The Court dismissed with prejudice Count I of the
10 Complaint and therefore no response is required.

11 **ANSWER TO PARAGRAPH 839:** The Court dismissed with prejudice Count I of the
12 Complaint and therefore no response is required.

13 **ANSWER TO PARAGRAPH 840:** The Court dismissed with prejudice Count I of the
14 Complaint and therefore no response is required.

15 **ANSWER TO PARAGRAPH 841:** The Court dismissed with prejudice Count I of the
16 Complaint and therefore no response is required.

17 **ANSWER TO PARAGRAPH 842:** The Court dismissed with prejudice Count I of the
18 Complaint and therefore no response is required.

19 **ANSWER TO PARAGRAPH 843:** The Court dismissed with prejudice Count I of the
20 Complaint and therefore no response is required.

21 **ANSWER TO PARAGRAPH 844:** The Court dismissed with prejudice Count I of the
22 Complaint and therefore no response is required.

23 **ANSWER TO PARAGRAPH 845:** The Court dismissed with prejudice Count I of the
24 Complaint and therefore no response is required.

25 **ANSWER TO PARAGRAPH 846:** The Court dismissed with prejudice Count I of the
26 Complaint and therefore no response is required.

27 **ANSWER TO PARAGRAPH 847:** The Court dismissed with prejudice Count I of the
28 Complaint and therefore no response is required.

1 **ANSWER TO PARAGRAPH 848:** The Court dismissed with prejudice Count I of the
2 Complaint and therefore no response is required.

3 **ANSWER TO PARAGRAPH 849:** The Court dismissed with prejudice Count I of the
4 Complaint and therefore no response is required.

5 **ANSWER TO PARAGRAPH 850:** The Court dismissed with prejudice Count I of the
6 Complaint and therefore no response is required.

7 **ANSWER TO PARAGRAPH 851:** The Court dismissed with prejudice Count I of the
8 Complaint and therefore no response is required.

9 **ANSWER TO PARAGRAPH 852:** The Court dismissed with prejudice Count I of the
10 Complaint and therefore no response is required.

11 **ANSWER TO PARAGRAPH 853:** The Court dismissed with prejudice Count I of the
12 Complaint and therefore no response is required.

13 **ANSWER TO PARAGRAPH 854:** The Court dismissed with prejudice Count I of the
14 Complaint and therefore no response is required.

15 **COUNT II – BY THE CITY AND COUNTY OF SAN FRANCISCO³**

16 **Violation of RICO, 18 U.S.C. §1961 *et seq.* – Opioid Supply Chain Enterprise**

17 **(Against Defendants Purdue, Cephalon, Endo, Mallinckrodt,**
18 **Actavis, McKesson, Cardinal, Anda, and AmerisourceBergen**
19 **(the “RICO Supply Chain Defendants”))**

20 **ANSWER TO PARAGRAPH 855:** Endo International restates its answer to every
21 allegation set forth above as though fully set forth herein.

22 **ANSWER TO PARAGRAPH 856:** The Court dismissed with prejudice Count II of the
23 Complaint and therefore no response is required.

24 **ANSWER TO PARAGRAPH 857:** The Court dismissed with prejudice Count II of the
25 Complaint and therefore no response is required.

26
27 ³ On September 30, 2020, the Court dismissed Count II, Violation of RICO, 18 U.S.C. § 1961 *et*
28 *seq.* See Order (D.I. 285), *City and County of San Francisco, et al., v. Purdue Pharma L.P., et al.*,
 Case No. 3:18-cv-07591-CRB (United States District Court, Northern District of California).

1 **ANSWER TO PARAGRAPH 858:** The Court dismissed with prejudice Count II of the
2 Complaint and therefore no response is required.

3 **ANSWER TO PARAGRAPH 859:** The Court dismissed with prejudice Count II of the
4 Complaint and therefore no response is required.

5 **ANSWER TO PARAGRAPH 860:** The Court dismissed with prejudice Count II of the
6 Complaint and therefore no response is required.

7 **ANSWER TO PARAGRAPH 861:** The Court dismissed with prejudice Count II of the
8 Complaint and therefore no response is required.

9 **ANSWER TO PARAGRAPH 862:** The Court dismissed with prejudice Count II of the
10 Complaint and therefore no response is required.

11 **ANSWER TO PARAGRAPH 863:** The Court dismissed with prejudice Count II of the
12 Complaint and therefore no response is required.

13 **ANSWER TO PARAGRAPH 864:** The Court dismissed with prejudice Count II of the
14 Complaint and therefore no response is required.

15 **ANSWER TO PARAGRAPH 865:** The Court dismissed with prejudice Count II of the
16 Complaint and therefore no response is required.

17 **ANSWER TO PARAGRAPH 866:** The Court dismissed with prejudice Count II of the
18 Complaint and therefore no response is required.

19 **ANSWER TO PARAGRAPH 867:** The Court dismissed with prejudice Count II of the
20 Complaint and therefore no response is required.

21 **ANSWER TO PARAGRAPH 868:** The Court dismissed with prejudice Count II of the
22 Complaint and therefore no response is required.

23 **ANSWER TO PARAGRAPH 869:** The Court dismissed with prejudice Count II of the
24 Complaint and therefore no response is required.

25 **ANSWER TO PARAGRAPH 870:** The Court dismissed with prejudice Count II of the
26 Complaint and therefore no response is required.

27 **ANSWER TO PARAGRAPH 871:** The Court dismissed with prejudice Count II of the
28 Complaint and therefore no response is required.

1 **ANSWER TO PARAGRAPH 872:** The Court dismissed with prejudice Count II of the
2 Complaint and therefore no response is required.

3 **ANSWER TO PARAGRAPH 873:** The Court dismissed with prejudice Count II of the
4 Complaint and therefore no response is required.

5 **ANSWER TO PARAGRAPH 874:** The Court dismissed with prejudice Count II of the
6 Complaint and therefore no response is required.

7 **ANSWER TO PARAGRAPH 875:** The Court dismissed with prejudice Count II of the
8 Complaint and therefore no response is required.

9 **ANSWER TO PARAGRAPH 876:** The Court dismissed with prejudice Count II of the
10 Complaint and therefore no response is required.

11 **ANSWER TO PARAGRAPH 877:** The Court dismissed with prejudice Count II of the
12 Complaint and therefore no response is required.

13 **ANSWER TO PARAGRAPH 878:** The Court dismissed with prejudice Count II of the
14 Complaint and therefore no response is required.

15 **ANSWER TO PARAGRAPH 879:** The Court dismissed with prejudice Count II of the
16 Complaint and therefore no response is required.

17 **ANSWER TO PARAGRAPH 880:** The Court dismissed with prejudice Count II of the
18 Complaint and therefore no response is required.

19 **ANSWER TO PARAGRAPH 881:** The Court dismissed with prejudice Count II of the
20 Complaint and therefore no response is required.

21 **ANSWER TO PARAGRAPH 882:** The Court dismissed with prejudice Count II of the
22 Complaint and therefore no response is required.

23 **ANSWER TO PARAGRAPH 883:** The Court dismissed with prejudice Count II of the
24 Complaint and therefore no response is required.

25 **ANSWER TO PARAGRAPH 884:** The Court dismissed with prejudice Count II of the
26 Complaint and therefore no response is required.

27 **ANSWER TO PARAGRAPH 885:** The Court dismissed with prejudice Count II of the
28 Complaint and therefore no response is required.

COUNT III – BY THE PEOPLE OF THE STATE OF CALIFORNIA

Public Nuisance in San Francisco

**Violations of California Civil Code §§3479-3480
(Against All Defendants)**

ANSWER TO PARAGRAPH 886: Endo International restates its answer to every allegation set forth above as though fully set forth herein.

ANSWER TO PARAGRAPH 887: Paragraph 887 of the Complaint purports to characterize a statute which speaks for itself, and Endo International denies Plaintiff's characterization of it.

ANSWER TO PARAGRAPH 888: Paragraph 888 of the Complaint purports to characterize a statute which speaks for itself, and Endo International denies Plaintiff's characterization of it.

ANSWER TO PARAGRAPH 889: The allegations in Paragraph 889 of the Complaint contain legal conclusions or arguments that require no answer. To the extent an answer is required, Paragraph 889 purports to characterize a statute which speaks for itself, and Endo International denies Plaintiff's characterization of it.

ANSWER TO PARAGRAPH 890: The allegations in Paragraph 890 of the Complaint contain legal conclusions or arguments that require no answer. To the extent an answer is required, Paragraph 890 purports to characterize the law which speaks for itself, and Endo International denies Plaintiff's characterization of it.

ANSWER TO PARAGRAPH 891: Paragraph 891 of the Complaint purports to characterize a statute which speaks for itself, and Endo International denies Plaintiff's characterization of it.

ANSWER TO PARAGRAPH 892: The allegations in Paragraph 892 of the Complaint contain legal conclusions or arguments that require no answer. To the extent an answer is required, Endo International denies the allegations in Paragraph 892 to the extent they relate to Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or

1 information sufficient to form a belief as to the truth of the allegations in Paragraph 892 to the
2 extent they relate to other defendants and denies them on that basis.

3 **ANSWER TO PARAGRAPH 893:** The allegations in Paragraph 893 of the Complaint
4 contain legal conclusions or arguments that require no answer. To the extent an answer is
5 required, Endo International denies the allegations in Paragraph 893 to the extent they relate to
6 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
7 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
8 information sufficient to form a belief as to the truth of the allegations in Paragraph 893 to the
9 extent they relate to other defendants and denies them on that basis.

10 **ANSWER TO PARAGRAPH 894:** Paragraph 894 of the Complaint concerns a
11 defendant other than Endo International, so Endo International is not required to respond. To the
12 extent Endo International is required to respond, Endo International lacks knowledge or
13 information sufficient to form a belief as to the truth of the allegations in Paragraph 894 and
14 denies them on that basis.

15 **ANSWER TO PARAGRAPH 895:** The allegations in Paragraph 895 of the Complaint
16 contain legal conclusions or arguments that require no answer. To the extent an answer is
17 required, Endo International denies the allegations in Paragraph 895 to the extent they relate to
18 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
19 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
20 information sufficient to form a belief as to the truth of the allegations in Paragraph 895 to the
21 extent they relate to other defendants and denies them on that basis.

22 **ANSWER TO PARAGRAPH 896:** Paragraph 896 of the Complaint concerns a
23 defendant other than Endo International, so Endo International is not required to respond. To the
24 extent Endo International is required to respond, Endo International lacks knowledge or
25 information sufficient to form a belief as to the truth of the allegations in Paragraph 896 and
26 denies them on that basis.

27 **ANSWER TO PARAGRAPH 897:** Paragraph 897 of the Complaint concerns a
28 defendant other than Endo International, so Endo International is not required to respond. To the

1 extent Endo International is required to respond, Endo International lacks knowledge or
2 information sufficient to form a belief as to the truth of the allegations in Paragraph 897 and
3 denies them on that basis.

4 **ANSWER TO PARAGRAPH 898:** The allegations in Paragraph 898 of the Complaint
5 and the subparts thereto contain legal conclusions or arguments that require no answer. To the
6 extent an answer is required, Endo International denies the allegations in Paragraph 898 and its
7 subparts to the extent they relate to Endo International. To the extent the allegations relate to its
8 U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and Par.
9 Endo International lacks knowledge or information sufficient to form a belief as to the truth of the
10 allegations in Paragraph 898 and its subparts to the extent they relate to other defendants and
11 denies them on that basis.

12 **ANSWER TO PARAGRAPH 899:** The allegations in Paragraph 899 of the Complaint
13 contain legal conclusions or arguments that require no answer. To the extent an answer is
14 required, Endo International denies the allegations in Paragraph 899 to the extent they relate to
15 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
16 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
17 information sufficient to form a belief as to the truth of the allegations in Paragraph 899 to the
18 extent they relate to other defendants and denies them on that basis.

19 **ANSWER TO PARAGRAPH 900:** The allegations in Paragraph 900 of the Complaint
20 contain legal conclusions or arguments that require no answer. To the extent an answer is
21 required, Endo International denies the allegations in Paragraph 900 to the extent they relate to
22 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
23 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
24 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 900
25 and denies them on that basis.

26 **ANSWER TO PARAGRAPH 901:** The allegations in Paragraph 901 of the Complaint
27 contain legal conclusions or arguments that require no answer. To the extent an answer is
28 required, Endo International denies the allegations in Paragraph 901 to the extent they relate to

1 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
2 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
3 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 901
4 and denies them on that basis.

5 **ANSWER TO PARAGRAPH 902:** The allegations in Paragraph 902 of the Complaint
6 contain legal conclusions or arguments that require no answer. To the extent an answer is
7 required, Endo International denies the allegations in Paragraph 902 to the extent they relate to
8 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
9 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
10 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 902
11 and denies them on that basis.

12 **ANSWER TO PARAGRAPH 903:** The allegations in Paragraph 903 of the Complaint
13 contain legal conclusions or arguments that require no answer. To the extent an answer is
14 required, Endo International denies the allegations in Paragraph 903 to the extent they relate to
15 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
16 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
17 information sufficient to form a belief as to the truth of the allegations in Paragraph 903 to the
18 extent they relate to other defendants and denies them on that basis.

19 **ANSWER TO PARAGRAPH 904:** The allegations in Paragraph 904 of the Complaint
20 contain legal conclusions or arguments that require no answer. To the extent an answer is
21 required, Endo International denies the allegations in Paragraph 904 to the extent they relate to
22 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
23 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
24 information sufficient to form a belief as to the truth of the allegations in Paragraph 904 to the
25 extent they relate to other defendants and denies them on that basis.

26 **ANSWER TO PARAGRAPH 905:** The allegations in Paragraph 905 of the Complaint
27 contain legal conclusions or arguments to which no answer is required. To the extent an answer is
28 required, Endo International denies that Plaintiff is entitled to abatement or other relief, including

1 the relief requested in Paragraph 905, from Endo International. To the extent the allegations relate
2 to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed by Endo USA and
3 Par. Endo International lacks knowledge or information sufficient to form a belief as to the truth
4 of the allegations in Paragraph 905 to the extent they relate to other defendants and denies them on
5 that basis.

6 **ANSWER TO PARAGRAPH 906:** The allegations in Paragraph 906 of the Complaint
7 contain legal conclusions or arguments that require no answer. To the extent an answer is
8 required, Endo International denies that Plaintiff is entitled to any legal or equitable relief from
9 Endo International.

10 **COUNT IV – BY THE PEOPLE OF THE STATE OF CALIFORNIA**

11 **Violation of California Unfair Competition Law**

12 **Cal. Bus. & Prof. Code §17200 *et seq.***
13 **(Against All Defendants Except Walgreens)**

14 **ANSWER TO PARAGRAPH 907:** Endo International restates its answer to every
15 allegation set forth above as though fully set forth herein.

16 **ANSWER TO PARAGRAPH 908:** Paragraph 908 of the Complaint purports to
17 characterize statutes which speak for themselves, and Endo International denies the Plaintiff's
18 characterization of them.

19 **ANSWER TO PARAGRAPH 909:** The allegations in Paragraph 909 of the Complaint
20 contain legal conclusions or arguments that require no answer.

21 **ANSWER TO PARAGRAPH 910:** The allegations in Paragraph 910 of the Complaint
22 contain legal conclusions or arguments that require no answer. To the extent an answer is
23 required, Endo International denies the allegations in Paragraph 910 to the extent they relate to
24 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
25 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph 910 to the
27 extent they relate to other defendants and denies them on that basis.
28

1 **ANSWER TO PARAGRAPH 911:** The allegations in Paragraph 911 of the Complaint
2 contain legal conclusions or arguments that require no answer. To the extent an answer is
3 required, Endo International denies the allegations in Paragraph 911 to the extent they relate to
4 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
5 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
6 information sufficient to form a belief as to the truth of the allegations in Paragraph 911 to the
7 extent they relate to other defendants and denies them on that basis.

8 **ANSWER TO PARAGRAPH 912:** The allegations in Paragraph 912 of the Complaint
9 contain legal conclusions or arguments that require no answer. To the extent an answer is
10 required, Endo International denies the allegations in Paragraph 912 to the extent they relate to
11 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
12 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
13 information sufficient to form a belief as to the truth of the allegations in Paragraph 912 to the
14 extent they relate to other defendants and denies them on that basis.

15 **ANSWER TO PARAGRAPH 913:** Paragraph 913 of the Complaint concerns a
16 defendant other than Endo International, so Endo International is not required to respond. To the
17 extent Endo International is required to respond, Endo International lacks knowledge or
18 information sufficient to form a belief as to the truth of the allegations in Paragraph 913 and
19 denies them on that basis.

20 **ANSWER TO PARAGRAPH 914:** The allegations in Paragraph 914 of the Complaint
21 contain legal conclusions or arguments that require no answer. To the extent an answer is
22 required, Endo International denies the allegations in Paragraph 914 to the extent they relate to
23 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
24 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
25 information sufficient to form a belief as to the truth of the allegations in Paragraph 914 to the
26 extent they relate to other defendants and denies them on that basis.

27 **ANSWER TO PARAGRAPH 915:** Endo International denies the allegations in
28 Paragraph 915 of the Complaint to the extent they relate to Endo International. To the extent the

1 allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the Answers filed
2 by Endo USA and Par. Endo International lacks knowledge or information sufficient to form a
3 belief as to the truth of the allegations in Paragraph 915 to the extent they relate to other
4 defendants and denies them on that basis.

5 **ANSWER TO PARAGRAPH 916:** The allegations in Paragraph 916 of the Complaint
6 contain legal conclusions or arguments that require no answer. To the extent an answer is
7 required, Endo International denies the allegations in Paragraph 916 to the extent they relate to
8 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
9 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
10 information sufficient to form a belief as to the truth of the allegations in Paragraph 916 to the
11 extent they relate to other defendants and denies them on that basis.

12 **ANSWER TO PARAGRAPH 917:** The allegations in Paragraph 917 of the Complaint
13 contain legal conclusions or arguments that require no answer. To the extent an answer is
14 required, Endo International denies the allegations in Paragraph 917 to the extent they relate to
15 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
16 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
17 information sufficient to form a belief as to the truth of the allegations in Paragraph 917 to the
18 extent they relate to other defendants and denies them on that basis.

19 **ANSWER TO PARAGRAPH 918:** The allegations in Paragraph 918 of the Complaint
20 contain legal conclusions or arguments that require no answer. To the extent an answer is
21 required, Endo International denies the allegations in Paragraph 918 to the extent they relate to
22 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
23 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
24 information sufficient to form a belief as to the truth of the allegations in Paragraph 918 to the
25 extent they relate to other defendants and denies them on that basis.

26 **ANSWER TO PARAGRAPH 919:** The allegations in Paragraph 919 of the Complaint
27 contain legal conclusions or arguments that require no answer. To the extent an answer is
28 required, Endo International denies the allegations in Paragraph 919 to the extent they relate to

1 Endo International and denies that Plaintiff is entitled to any relief from Endo International. To
 2 the extent the allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the
 3 Answers filed by Endo USA and Par. Endo International lacks knowledge or information
 4 sufficient to form a belief as to the truth of the allegations in Paragraph 919 to the extent they
 5 relate to other defendants and denies them on that basis.

6
 7 **COUNT V – BY THE PEOPLE OF THE STATE OF CALIFORNIA**

8 **Violation of False Advertising Law**
 9 **Cal. Bus. & Prof. Code §17500 *et seq.***
 10 **(Against the Marketing Defendants)**

11 **ANSWER TO PARAGRAPH 920:** Endo International restates its answer to every
 12 allegation set forth above as though fully set forth herein.

13 **ANSWER TO PARAGRAPH 921:** The allegations in Paragraph 921 of the Complaint
 14 contain legal conclusions or arguments that require no answer. To the extent an answer is
 15 required, Paragraph 921 purports to characterize a statute which speaks for itself, and Endo
 16 International denies Plaintiff's characterization of it.

17 **ANSWER TO PARAGRAPH 922:** The allegations in Paragraph 922 of the Complaint
 18 contain legal conclusions or arguments that require no answer.

19 **ANSWER TO PARAGRAPH 923:** The allegations in Paragraph 923 of the Complaint
 20 contain legal conclusions or arguments that require no answer. To the extent an answer is
 21 required, Endo International denies the allegations in Paragraph 923 to the extent they relate to
 22 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International
 23 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
 24 information sufficient to form a belief as to the truth of the allegations in Paragraph 923 to the
 25 extent they relate to other defendants and denies them on that basis.

26 **ANSWER TO PARAGRAPH 924:** The allegations in Paragraph 924 of the Complaint
 27 contain legal conclusions or arguments that require no answer. To the extent an answer is
 28 required, Endo International denies the allegations in Paragraph 924 to the extent they relate to
 Endo International. To the extent the allegations relate to its U.S. subsidiaries, Endo International

1 refers Plaintiff to the Answers filed by Endo USA and Par. Endo International lacks knowledge or
2 information sufficient to form a belief as to the truth of the allegations in Paragraph 924 to the
3 extent they relate to other defendants and denies them on that basis.

4 **ANSWER TO PARAGRAPH 925:** The allegations in Paragraph 925 of the Complaint
5 contain legal conclusions or arguments that require no answer. To the extent an answer is
6 required, Endo International denies the allegations in Paragraph 925 to the extent they relate to
7 Endo International and denies that Plaintiff is entitled to any relief from Endo International. To
8 the extent the allegations relate to its U.S. subsidiaries, Endo International refers Plaintiff to the
9 Answers filed by Endo USA and Par. Endo International lacks knowledge or information
10 sufficient to form a belief as to the truth of the allegations in Paragraph 925 to the extent they
11 relate to other defendants and denies them on that basis.

12 **PRAYER FOR RELIEF**

13 **ANSWER TO PRAYER FOR RELIEF:** Endo International denies that Plaintiff is
14 entitled to any relief, including the relief requested in Plaintiff's Prayer for Relief and subparts A -
15 H thereto, from Endo International.

16 **ENDO INTERNATIONAL'S AFFIRMATIVE DEFENSES**

17 Without assuming any burden of proof that it would not otherwise bear, Endo International
18 hereby asserts the following separate and additional defenses and affirmative defenses to the
19 allegations and claims in the Complaint. All of the following defenses are pleaded in the
20 alternative and none constitute an admission that Endo International is in any way liable to
21 Plaintiff, that Plaintiff has been or will be injured or damaged in any way, or that Plaintiff is
22 entitled to any relief whatsoever.

23 Endo International further incorporates by reference any defenses applicable to it that are
24 asserted by any other Defendant as if fully set forth herein. Endo International reserves the right
25 to assert other defenses as this action proceeds or amend its Answer and hereby gives notice that it
26 may further supplement the facts regarding its currently pleaded defenses, based on information
27 that may become available or apparent during the discovery proceedings in this matter.
28

1 As a defense to the Complaint and each and every allegation contained therein, Endo
2 International asserts:

3 **FIRST DEFENSE**
4 **(Lack of Personal Jurisdiction)**

5 Plaintiff's claims are barred because the Court lacks personal jurisdiction over Endo
6 International. Endo International is a foreign holding company; is neither incorporated nor
7 headquartered in California; does not manufacture, distribute, sell, or market any product,
8 including any of the prescription opioid medications at issue in this suit; and is not registered to do
9 business in California, maintains no offices there, and has no employees there.

10 **SECOND DEFENSE**
11 **(Failure To State A Claim)**

12 The Complaint fails to allege sufficient facts to state a claim upon which relief can be
13 granted, and fails to plead a legally cognizable injury.

14 **THIRD DEFENSE**
15 **(Failure To Plead With Requisite Particularity)**

16 Plaintiff has not pled fraud with the required particularity, including under Fed. R. Civ. P.
17 9(b).

18 **FOURTH DEFENSE**
19 **(Standing)**

20 Plaintiff lacks standing to bring its claims and to obtain the relief it seeks.

21 **FIFTH DEFENSE**
22 **(Statute of Limitations and Laches)**

23 The claims are barred in whole or part by the applicable statute of limitations and/or the
24 equitable doctrine of laches. Plaintiff's claims are based largely on alleged acts or omissions that
25 occurred long before any applicable limitations period and thus are time-barred.
26
27
28

1 **SIXTH DEFENSE**
2 **(Preemption)**

3 Plaintiff's claims are barred because they are preempted by federal law and regulation,
4 including by the U.S. Food, Drug, and Cosmetic Act, the regulations promulgated pursuant
5 thereto, and the Supremacy Clause of the United States Constitution. To the extent Plaintiff's
6 claims are based on alleged misrepresentations made to the U.S. Food and Drug Administration
7 ("FDA"), such claims are barred pursuant to *Buckman Co. v. Plaintiff's Legal Committee*, 531
8 U.S. 341 (2001).

9 **SEVENTH DEFENSE**
10 **(Preemption (Generics))**

11 Any claims pertaining to generic opioid medications are preempted. *See PLIVA, Inc. v.*
12 *Mensing*, 564 U.S. 604 (2011); *Mutual Pharmaceuticals Co. v. Bartlett*, 570 U.S. 472 (2013).

13 **EIGHTH DEFENSE**
14 **(Lawful Activity)**

15 The opioid medications at issue of Endo International's U.S. subsidiaries were
16 manufactured, distributed, and labeled in accordance with the provisions of federal law including
17 the U.S. Food, Drug, and Cosmetic Act and the regulations promulgated pursuant thereto. Endo
18 USA's and Par's conduct conformed with the U.S. Food, Drug, and Cosmetic Act, the
19 requirements of the FDA, the Controlled Substances Act, and the requirements of the Drug
20 Enforcement Agency. Moreover, the activities alleged conformed with all state and federal
21 statutes, regulations, and industry standards based upon the state of knowledge existing at the
22 relevant time(s) alleged.

23 **NINTH DEFENSE**
24 **(Proper Labeling Subject to FDA Review and Approval)**

25 Statements in branded or unbranded materials of Endo International's U.S. subsidiaries
26 comporting with FDA-approved uses are not misleading as a matter-of-law or otherwise
27 actionable.
28

**TENTH DEFENSE
(Primary Jurisdiction)**

Plaintiff's claims are barred and/or this Court should defer this matter to the FDA, in whole or in part, pursuant to the doctrine of primary jurisdiction.

**ELEVENTH DEFENSE
(Agency Deference)**

Plaintiff's claims are barred, in whole or in part, by the deference that common law gives to discretionary actions by the FDA under the FDCA.

**TWELFTH DEFENSE
(Separation of Powers)**

Plaintiff's claims are barred or limited by the separation of powers doctrine.

**THIRTEENTH DEFENSE
(Equitable Estoppel and/or Waiver)**

The doctrines of estoppel and/or waiver bar Plaintiff's claims. The imposition of injunctive relief and/or civil penalties would be inequitable, particularly in light of Endo USA's and Par's lawful and proper sale of opioid medications that are heavily regulated and include FDA-approved labeling.

**FOURTEENTH DEFENSE
(State of the Art)**

Plaintiff may not recover because the methods, standards, or techniques of designing, manufacturing, labeling and distributing the prescription opioid medications at issue by Endo International's U.S. subsidiaries complied with and were in conformity with the generally recognized state of the art at the time the products were designed, manufactured, labeled, and distributed.

FIFTEENTH DEFENSE
(Truthful and Non-Misleading Statements)

The representations or statements alleged to have been made were true and accurate at the time made and/or otherwise were made in good faith, with a reasonable belief as to their validity and accuracy and with a reasonable belief that all conduct was lawful.

SIXTEENTH DEFENSE
(Opinion)

To the extent Plaintiff seeks to impose liability for broad, general statements regarding the value or quality of products that were made to and reasonably understood by providers as opinion, such statements cannot constitute false representations as a matter of law.

SEVENTEENTH DEFENSE
(First Amendment and Related Doctrines)

Plaintiff's claims are barred, in whole or in part, by applicable provisions of the United States Constitution and the California Constitution, including but not limited to the First Amendment to the United States Constitution and Article I Section 2 of the California Constitution, and applicable provisions of any other state whose laws may apply.

EIGHTEENTH DEFENSE
(No Reliance)

Neither Plaintiff nor the patients prescribed opioid medications or their prescribers relied to their detriment upon any lawful statement in determining to use the medications at issue.

NINETEENTH DEFENSE
(Medical Necessity)

Plaintiff fails to plead and cannot establish that it incurred any costs, or that any alleged injury was caused as a result of, any opioid prescription allegedly promoted or sold by Endo International (or by Endo USA or Par) and that was medically inappropriate or should not have been written, or that any allegedly improper conduct caused any health care provider to write any unnecessary, ineffective or harmful opioid prescriptions.

TWENTIETH DEFENSE
(Lack of Criminal Conviction)

Plaintiff's alleged injury through criminal acts claims fails because there has been no relevant criminal conviction.

TWENTY-FIRST DEFENSE
(Speculative and Remote Injuries)

The alleged injuries asserted by Plaintiff are too speculative, derivative, and/or remote from the alleged wrongful conduct to be a basis for liability as a matter of law and due process.

TWENTY-SECOND DEFENSE
(Assumption of the Risk, Contributory Negligence, and
Open and Obvious Danger Doctrines)

The claims set forth in the Complaint are barred, in whole or in part, by the doctrines of assumption of risk, contributory negligence, and open and obvious danger. Prescription opioid medications have associated known risks that can be unavoidable even within the scope of prescribed and intended use, but are reasonable in comparison to the benefits conferred. The risks of opioid medications, and the alleged incurred costs and/or injuries purportedly caused by opioid medications, were known and disclosed to Plaintiff, Plaintiff's contractors and agents, California consumers, and prescribing healthcare providers for years.

TWENTY-THIRD DEFENSE
(Ratification and Voluntary Payment)

Plaintiff's alleged loss, damage, injury, harm, or expense, if any, was caused in whole or in part by Plaintiff's ratification of any alleged misconduct, including under the voluntary payment doctrine.

TWENTY-FOURTH DEFENSE
(Failure to Monitor or Mitigate)

Plaintiff has failed to take appropriate and necessary steps to mitigate any alleged damages. Among other things, it continued to permit use of, approve, or pay for opioid medications, either directly or through authorized third parties, without further inquiry into the

1 necessity of the medication and, while aware of the risks of opioid medications, it failed to take
2 adequate steps to monitor or limit any alleged wrongful prescribing, distribution, or use.

3 **TWENTY-FIFTH DEFENSE**
4 **(Unclean Hands)**

5 Plaintiff is barred from recovering, in whole or in part, by the doctrine of unclean hands.
6 Should discovery show that Plaintiff or its agents acted inequitably in responding to the alleged
7 harms, such conduct should be taken into account in assessing Plaintiff's claims and whether, and
8 to what extent, it is entitled to relief in this action.

9 **TWENTY-SIXTH DEFENSE**
10 **(Municipal Services Doctrine)**

11 Plaintiff's claims are barred, in whole or part, by the free public services doctrine and/or
12 municipal cost recovery rule. Plaintiff is not entitled to recover governmental expenditures as a
13 matter of law.

14 **TWENTY-SEVENTH DEFENSE**
15 **(Noerr-Pennington)**

16 Plaintiff's claims are barred, in whole or in part, under the Noerr-Pennington doctrine.

17 **TWENTY-EIGHTH DEFENSE**
18 **(Intervening and Superseding Causes)**

19 The alleged misconduct was not the but-for, proximate, or legal cause of purported
20 injuries, harm, or damages and/or Plaintiff's injuries, if any, were the result of superseding and/or
21 intervening causes, including but not limited to the criminal acts of third parties, over which Endo
22 International had no control. Moreover, the claims set forth in the Complaint are barred because
23 the purported injuries, harm, or damages (if any) were caused, in whole or in part, by Plaintiff's
24 own conduct, and/or that of its contractors or agents, which constitutes superseding and
25 intervening cause(s).

TWENTY-NINTH DEFENSE
(Failure to Join Necessary or Indispensable Parties)

Plaintiff has failed to join one or more necessary and indispensable parties, including without limitation healthcare providers, prescribers, patients, government agencies, and other third parties who have engaged in, or failed to reasonably prevent, unauthorized or illicit prescribing, dispensing, diversion, or use of prescription opioid medications or illicit drugs.

THIRTIETH DEFENSE
(Learned Intermediary Doctrine)

Plaintiff's claims are barred by the learned intermediary doctrine. The products at issue are prescribed by physicians and other healthcare providers and their agents who used their informed, independent medical judgment in making prescribing decisions for a given patient.

THIRTY-FIRST DEFENSE
(Sophisticated User Doctrine)

Plaintiff's claims are barred by the sophisticated user doctrine. Because of their training and experience, health care providers who prescribe opioid medications know or reasonably should know of the potential risks, and Endo International had no duty to warn and cannot be held liable for failing to warn of risks and complications of which members of the relevant medical community knew or should have known.

THIRTY-SECOND DEFENSE
(Informed Consent)

Plaintiff's claims are barred by patients' provision of informed consent.

THIRTY-THIRD DEFENSE
(Unique Reactions)

Plaintiff's purported injuries, harm, or damages (if any), were the result of pre-existing conditions or idiosyncratic reactions to medications and/or occurred by operation of nature or as result of circumstances over which Endo International had and continues to have no control.

THIRTY-FOURTH DEFENSE
(Misuse of Products)

Plaintiff's claims are barred, in whole or in part, by the alteration, modification, illicit and/or illegal use or misuse by third parties of the opioid medications at issue.

THIRTY-FIFTH DEFENSE
(Commerce and Dormant Commerce Clause)

Plaintiff's claims are barred, in whole or in part, by the Commerce Clause of the United States Constitution.

THIRTY-SIXTH DEFENSE
(Due Process and Ex Post Facto)

Plaintiff's claims are barred because they violate procedural and substantive due process rights under the Fourteenth Amendment to the U.S. Constitution and Article I Section 7 of the California Constitution, and the right to be free from retroactive or ex post facto laws as guaranteed by Article I Section 10 of the United States Constitution and Article I Section 9 of the California Constitution.

THIRTY-SEVENTH DEFENSE
(Unconstitutionally Vague)

The Plaintiff's statutory causes of action are unconstitutionally vague.

THIRTY-EIGHTH DEFENSE
(Failure to Support Claim for False Advertising)

Plaintiff's claims are barred, in whole or in part, because Plaintiff's Complaint fails to allege acts sufficient to support the requisite elements of a claim for false advertising under the False Advertising Law, Cal. Bus. & Prof. Code §17500 *et seq.*

THIRTY-NINTH DEFENSE
(Economic Loss Doctrine)

Plaintiff's claims are barred or limited by the economic loss rule.

**FORTIETH DEFENSE
(Abrogation)**

Plaintiff's public nuisance claims have been abrogated by the California public nuisance statute, Cal. Civ. Code §§ 3490-96.

**FORTY-FIRST DEFENSE
(No Public Right)**

Plaintiff's public nuisance claims are barred or limited because, among other reasons, (i) no action of Endo International involved interference with real property; (ii) illegal conduct perpetrated by third-parties involving the use of a legal product does not involve a public right against a manufacturer sufficient to state a claim for public nuisance; (iii) the alleged public nuisance would have impermissible extraterritorial reach; and (iv) Endo International's alleged wrongful conduct is too remote from the alleged "public" injury as a matter of law and due process.

**FORTY-SECOND DEFENSE
(Subrogation)**

Plaintiff has failed to comply with the requirement that it identify each patient in whose claim(s) it has a subrogation interest.

**FORTY-THIRD DEFENSE
(Double Recovery)**

Plaintiff's claims are barred, in whole or in part, to the extent it seeks to recover any damages, restitution, costs, or other payments that have been reimbursed, paid, or borne by other persons or entities. Any verdict of judgment that might be recovered must be reduced by those amounts that already have been or will in the future, with reasonable certainty, be paid to Plaintiff by others or indemnify Plaintiff.

**FORTY-FOURTH DEFENSE
(Set-off)**

Endo International is entitled to a credit, set-off, or offset for all sums of money received or available from or on behalf of any tortfeasor(s) for the same injuries alleged in Plaintiff's

1 Complaint, including but not limited to any and all settlements Plaintiff may reach with any
2 tortfeasor(s).

3 **FORTY-FIFTH DEFENSE**
4 **(Comparative Fault)**

5 To the extent that Plaintiff's alleged injuries, harm, and/or damages were proximately
6 caused or contributed to by Plaintiff's own conduct or the conduct of others, Endo International is
7 entitled to an individual assessment of fault for each party alleged to have caused any injury,
8 harm, or damage to Plaintiff. *See* Cal. Civ. Code § 1431.2.

9 **FORTY-SIXTH DEFENSE**
10 **(Several Liability and Allocation)**

11 Endo International's alleged liability, if any, must be limited in accordance with the
12 percentage of fault allocated to it by the ultimate trier of fact and/or law. Each defendant may
13 only be severally liable for any injuries or expenses. Plaintiff's alleged damages are not
14 indivisible but comprise separate and discrete costs.

15 **FORTY-SEVENTH DEFENSE**
16 **(Failure of Exemplary Damages / Excessive Fines Violation)**

17 Plaintiff's claims for punitive damages, statutory damages, civil penalties, and other relief
18 are prohibited under the Fifth, Eighth, and Fourteenth Amendments of the United States
19 Constitution, and Article I Section 17 of the California Constitution. Plaintiff's claims for
20 punitive damages, statutory damages, civil penalties, and other relief:

- 21 a. have no basis in law or fact;
- 22 b. are not recoverable because the Complaint's allegations are legally
23 insufficient to support or allow the imposition of punitive damages, statutory damages, civil
24 penalties, or other relief against Endo International consistent with the United States
25 Constitution or the California Constitution or California law;
- 26 c. cannot be sustained because the laws setting forth the standard(s) for
27 determining liability for, and the amount(s) of, punitive damages, statutory damages, civil
28 penalties, or other relief fail to give Endo International prior notice of the conduct for which

1 punitive damages, civil penalties, or other relief may be imposed and the severity of the
2 penalty that may be imposed, and are void for vagueness in violation of Endo
3 International's due process rights guaranteed by the Fifth and Fourteenth Amendments to
4 the United States Constitution and by Article I Section 7 of the California Constitution;

5 d. cannot be sustained because any award of punitive damages, statutory
6 damages, civil penalties, or other relief exceeding the limits authorized by law would
7 violate Endo International's due process and equal protection rights guaranteed by the Fifth
8 and Fourteenth Amendments to the United States Constitution and by Article I Section 7 of
9 the California Constitution and would be improper under the laws or common law of
10 California;

11 e. cannot be sustained because an award of punitive damages, statutory
12 damages, civil penalties, or other relief in this case, combined with any prior,
13 contemporaneous, or subsequent judgments against Endo International for punitive
14 damages, civil penalties, or other relief arising from the distribution, supply, marketing,
15 sale, promotion, or use of Endo International's products would constitute constitutionally
16 impermissible multiple punishments for the same wrong and double jeopardy under the
17 Fifth Amendment to the United States Constitution and by Article I Section 7 of the
18 California Constitution;

19 f. cannot be sustained because any award of punitive damages, statutory
20 damages, civil penalties, or other relief without the apportionment of the award separately
21 and severally between or among the alleged joint tortfeasors, as determined by the
22 percentage of the wrong(s) allegedly committed by each tortfeasor, would violate Endo
23 International's due process and equal protection rights guaranteed by the Fifth and
24 Fourteenth Amendments to the United States Constitution and by Article I Section 7 of the
25 California Constitution; and

26 g. cannot be sustained because subjecting Endo International to punitive
27 damages, statutory damages, civil penalties, or other relief that is penal in nature without the
28 same protections accorded to criminal defendants would violate Endo International's rights

1 guaranteed by, *inter alia*, the Fourth, Fifth, Sixth, and Fourteenth Amendments to the
2 United States Constitution and by Article I Section 17 of the California Constitution.

3 **FORTY-EIGHTH DEFENSE**
4 **(Failure of Restitution or Rescission)**

5 Plaintiff is not entitled to any relief in the form of restitution or rescission because it cannot
6 restore the *status quo ante*.

7 **FORTY-NINTH DEFENSE**
8 **(Adequate Remedy at Law)**

9 To the extent Plaintiff attempts to seek equitable relief, Plaintiff is not entitled to such
10 relief because it has an adequate remedy at law and cannot otherwise satisfy the elements for
11 equitable relief.

12 **FIFTIETH DEFENSE**
13 **(Failure to Plead Damages Specially)**

14 Plaintiff's claims are barred, in whole or in part, because Plaintiff failed to allege special
15 damages with specificity as required by Fed. R. Civ. P. 9(g).

16 **FIFTY-FIRST DEFENSE**
17 **(Reservation of Rights Against Purdue Related Parties)**

18 Plaintiff's Complaint named Purdue Pharma L.P., Purdue Pharma Inc., The Purdue
19 Frederick Company, Inc., Rhodes Pharmaceuticals L.P., Richard S. Sackler, Jonathan D. Sackler,
20 Mortimer D.A. Sackler, Kathe Sackler, Ilene Sackler Lefcourt, Beverly Sackler, Theresa Sackler,
21 David A. Sackler, and the Trust for the Benefit of Members of the Raymond Sackler Family (the
22 "Purdue Related Parties") as defendants. The proceedings in this case are currently stayed against
23 the Purdue Related Parties by virtue of their filing for bankruptcy in the U.S. Bankruptcy Court,
24 Southern District of New York, in the case styled *In re Purdue Pharma L.P., et al.*, No. 19-23649.
25 Endo International, without prejudice to any future claims and defenses, reserves all rights under
26 applicable law as to the Purdue Related Parties, including but not limited to any rights, claims or
27 defenses based on shared or co-liability, insurance demands, rights of contribution or indemnity,
28 and/or the right to argue for proportional fault, comparative fault, and apportionment, and/or the

1 right to seek a stay of the instant proceedings in the event that Endo International is or may be
 2 precluded by the Bankruptcy Code automatic stay or otherwise from pursuing and arguing for
 3 proportional fault, comparative fault, and apportionment.

4 **FIFTY-SECOND DEFENSE**
 5 **(Reservation of Rights Against Insys Defendant)**

6 Plaintiff's Complaint named Insys Therapeutics, Inc. (the "Insys Defendant) as a
 7 defendant. The proceedings in this case are currently stayed against the Insys Defendant by virtue
 8 of its filing for bankruptcy in the U.S. Bankruptcy Court, District of Delaware, in the case styled
 9 *In re Insys Therapeutics, Inc., et al.*, No. 19-11292. Endo International, without prejudice to any
 10 future claims and defenses, reserves all rights under applicable law as to the Insys Defendant,
 11 including but not limited to any rights, claims or defenses based on shared or co-liability,
 12 insurance demands, rights of contribution or indemnity, and/or the right to argue for proportional
 13 fault, comparative fault, and apportionment, and/or the right to seek a stay of the instant
 14 proceedings in the event that Endo International is or may be precluded by the Bankruptcy Code
 15 automatic stay or otherwise from pursuing and arguing for proportional fault, comparative fault,
 16 and apportionment.

17 **FIFTY-THIRD DEFENSE**
 18 **(Reservation of Rights Against Mallinckrodt Defendants)**

19 Plaintiff's Complaint named Mallinckrodt plc, Mallinckrodt LLC, and SpecGx LLC (the
 20 "Mallinckrodt Defendants") as defendants. The proceedings in this case are currently stayed
 21 against the Mallinckrodt Defendants by virtue of their filing for bankruptcy in the U.S.
 22 Bankruptcy Court, District of Delaware, in the case styled *In re Mallinckrodt plc, et al.*, No. 20-
 23 12522. Endo International, without prejudice to any future claims and defenses, reserves all rights
 24 under applicable law as to the Mallinckrodt Defendants, including but not limited to any rights,
 25 claims or defenses based on shared or co-liability, insurance demands, rights of contribution or
 26 indemnity, and/or the right to argue for proportional fault, comparative fault, and apportionment,
 27 and/or the right to seek a stay of the instant proceedings in the event that Endo International is or
 28

1 may be precluded by the Bankruptcy Code automatic stay or otherwise from pursuing and arguing
2 for proportional fault, comparative fault, and apportionment.

3 **FIFTY-FOURTH DEFENSE**
4 **(Political Question)**

5 Plaintiff's claims and relief sought should be dismissed, barred or limited on the grounds
6 that they present a non-justiciable political question more properly resolved by the legislature
7 rather than the judiciary under the political question and separation of powers doctrines.

8 **FIFTY-FIFTH DEFENSE**
9 **(Comity – Another Action Pending)**

10 Plaintiff's claims are barred, in whole or in part, because there is pending another, earlier-
11 filed action that asserts substantially the same claims, seeks substantially the same relief and is
12 brought by the same real party in interest as this action (*i.e.*, The People of the State of California).

13 **FIFTY-SIXTH DEFENSE**
14 **(Reservation of Other Defenses and Affirmative Defenses)**

15 Endo International is currently without knowledge or information sufficient to form a
16 belief as to whether other defenses or affirmative defenses apply in this matter. Accordingly,
17 Endo International expressly reserves its right to raise any additional defenses or affirmative
18 defenses that may be applicable to this cause.

19 **FIFTY-SEVENTH DEFENSE**
20 **(Adoption of Other Affirmative Defenses)**

21 Endo International further adopts all affirmative defenses, if any, not specifically set out in
22 this answer but asserted by any other Defendant in this case.

23 **FIFTY-EIGHTH DEFENSE**
24 **(Failure to Pierce the Corporate Veil)**

25 To the extent Plaintiff's claims are based on the alleged conduct of others, and Plaintiff
26 seeks to impose liability on Endo International by virtue of its ownership of another entity's
27 shares, membership within another entity's unincorporated entity, or similar affiliation, Plaintiff
28 has failed to plead—and cannot prove—any allegations sufficient to support a claim to pierce the

1 corporate veil or to otherwise hold Endo International liable by virtue of its corporate affiliation
2 with any other Defendant.

3 **JURY DEMAND**

4 Endo International requests a trial by jury on all issues so triable.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Endo International prays as follows:

- 7 1. That Plaintiff takes nothing by the Complaint;
8 2. That the Complaint be dismissed with prejudice;
9 3. That Endo International recovers its attorneys' fees and its costs; and
10 4. For such other and further legal and equitable relief as the Court may deem just and
11 proper.

12 Dated: December 17, 2020

Respectfully submitted,

13
14 By: /s/ John D. Lombardo

15 Sean O. Morris (Bar No. 200368)
16 John D. Lombardo (Bar No. 187142)
17 ARNOLD & PORTER KAYE SCHOLER LLP
18 777 South Figueroa Street, 44th Floor
19 Los Angeles, California 90017-5844
20 Telephone: +1-213-243-4000
21 Facsimile: +1-213-243-4199
22 Email: Sean.Morris@arnoldporter.com
23 Email: John.Lombardo@arnoldporter.com

24 *Attorneys for Defendant*
25 *Endo International plc*
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that, on December 17, 2020, service of this document was accomplished pursuant to the Court's electronic filing procedures by filing this document through the ECF system.

Dated: December 17, 2020

By: /s/ John D. Lombardo
John D. Lombardo